

This instrument was prepared by:

Ameriprise Bank, FSB  
8201 Cypress Plaza Boulevard  
Jacksonville FL 32256  
3990005789

Parcel I.D. Number: 18-03-319-034-0000

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 1  
Accommodation Recording Per Client Request

42033349  
**MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND OPEN-END DEED OF TRUST/MORTGAGE**

THIS MODIFICATION AGREEMENT (this "Agreement"), dated March 10, 2010 is made between Ameriprise Bank, FSB (the "Bank") and PETER HILLMANN (the "Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean the Bank. All capitalized terms not defined herein shall have the same meaning as given in the Line of Credit Agreement (as hereinafter defined).

A. You have previously entered into a Home Equity Line of Credit Agreement (the "Line of Credit Agreement") with American Express Bank, FSB dated February 18, 2004 for \$50,000.00, which is secured by a Deed of Trust/Mortgage of the same date recorded as Instrument No.407147309 in Book n/a at Page n/a of the Cook County Land Records (the "Security Instrument"), covering real property located at 4520 RAYMOND, BROOKFIELD, IL 60513 (the "Property"), (collectively, the "Loan Documents"); and

B. You have requested and we have agreed to modify certain terms of the Line of Credit Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you and we agree as follows:

**A. AMENDMENT OF LINE OF CREDIT AGREEMENT.** Effective as of March 10, 2010, (the "Effective Date"), the Line of Credit Agreement shall be modified in the following respects:

1. Extension of Maturity Date. The Maturity Date for your Credit Line Account is hereby extended to March 1, 2029.
2. No Extension of Draw Period. The Draw Period for your Credit Line Account is not extended by this Agreement, and you will not be able to obtain any further credit advances pursuant to this Agreement.
3. Extension of the Repayment Period and Regular Payments.
  - (i) You must repay all amounts you owe over a period of 240 billing cycles (20 years). This 240 billing cycle period is the new Repayment Period.

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- (ii) The new Repayment Period will begin with the first billing cycle following your execution of this Agreement and will continue until you pay in full all amounts due and owing under this Agreement and the Line of Credit Agreement.
- (iii) During the new Repayment Period, from the period of the last day of the monthly billing cycle following the execution of this Agreement until your Credit Line Account is paid in full, your "Regular Payment" will be based on a percentage of your balance at the start of this new Repayment Period plus all accrued FINANCE CHARGES as shown below or \$25.00, whichever is greater. Your payments will be due monthly.

<u>Range of Balances</u>	<u>Number of Payments</u>	<u>Regular Payment Calculation</u>
All Balances	240	0.4167% of your balance at the start of the new Repayment Period plus all accrued FINANCE CHARGES

**B. MODIFICATION OF SECURITY INSTRUMENT. As of the Effective Date, the Security Instrument shall be modified to extend the Maturity Date from March 1, 2019 to March 1, 2029.**

**C. OTHER TERMS**

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our security interest in, or lien priority on, the Property.
2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.
3. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.
4. By signing this Agreement, you represent and warrant to us that you have no counterclaims, set-offs or defenses to our rights under the Loan Documents.
5. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Loan Documents, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

WITNESS:

X Leah Trachtman  
(Signature)

Print Name: LEAH TRACHTMAN

X Pamela Barnes  
(Signature)

Print Name: Pamela Barnes

BORROWER:

X Peter Hillmann  
(Signature)

PETER HILLMANN

Date: 3-18-2010

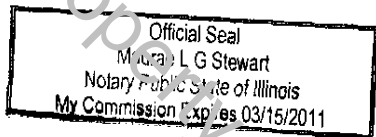
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## NOTARY ACKNOWLEDGMENT

STATE OF IL, COUNTY/CITY OF Cook, to wit:

On this, the 18<sup>th</sup> day of March, 2010, before me, the undersigned officer, personally appeared Peter Hillmann known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained as his/her/their free act and deed.

In witness whereof, I hereunto set my hand and official seal.



X Maura L. G. Stewart  
(Signature)  
Print Name: Maura L. G. Stewart  
**Notary Public**

My commission expires: 3/15/2011

### LENDER:

Ameriprise Bank, FSB

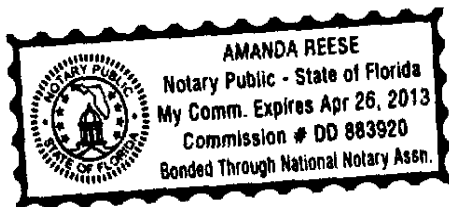
By: Ali M. Engle  
Name: Ali M. Engle  
Title: Assistant Vice President  
Date: 3/31/10

## LENDER ACKNOWLEDGMENT

STATE OF Florida, COUNTY OF Duval, to wit:

On this, the 31<sup>st</sup> day of March, 2010, before me, the undersigned officer, personally appeared Ali M. Engle, who acknowledged himself/herself to be a Assistant Vice President of Ameriprise Bank, FSB, a federal savings bank, and that he/she as such Assistant Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Assistant Vice President.

In witness whereof, I hereunto set my hand and official seal.



X [Signature]  
Print Name: \_\_\_\_\_  
**Notary Public**

My commission expires on \_\_\_\_\_

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## Exhibit A Legal Description

THE FOLLOWING REAL PROPERTY SITUATED IN COOK COUNTY, ILLINOIS: LOT 11 IN BLOCK 23 IN WEST GROSSDALE IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

 HILLMANN  
42033389

IL

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



Property of Cook County Clerk's Office

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