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Prepared by:
First Tennessee Bank National Association
165 Madison Avenue, 8th Floor
Memphis, TN 38103



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Cook County Recorder of Deeds
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MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND MORTGAGE

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UNOFFICIAL COPY**This instrument was prepared by:**

First Tennessee Bank National Association
165 Madison Avenue, 8th Floor
Memphis, TN 38103

**Recording requested by, and
after recording return to:**

First Tennessee Bank National Association
1555 Lynnfield Rd., Bldg. C, 1st Floor
Memphis, TN 38119

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MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND MORTGAGE

This Modification (this "Agreement") is entered into as of April 29, 2010 (the "Effective Date"), by and between FIRST TENNESSEE BANK NATIONAL ASSOCIATION ("Bank"), ANDREW GLOWACKI and TERESA D. GLOWACKI ("Borrower"), and ANDREW GLOWACKI and TERESA D. GLOWACKI ("Grantor").

WHEREAS, Borrower has previously entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-in-Lending Act with Bank, dated March 22, 2004 (the "Line of Credit Agreement"), which is secured by Grantor's Illinois Revolving Credit Mortgage (Securing Future Advances) of the same date recorded as Document Number 0112615177 in the Cook County, Illinois, Recorder of Deeds (the "Security Instrument"), covering real property located at 7921 West 80th Street, Bridgeview, Illinois 60455 (the "Property") (collectively, the "Loan Documents"); and

WHEREAS, Borrower and Grantor desire to make certain changes to the Loan Documents as hereinafter set forth;

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

A. MODIFICATION OF LINE OF CREDIT AGREEMENT. Borrower and Bank agree that the Line of Credit Agreement shall be modified as of the Effective Date, as follows:

1. **Reduction of Credit Limit to Principal Balance.** The Credit Limit will be reduced from \$123,600.00 to \$116,890.71, which is the outstanding principal balance under the Line of Credit Agreement as of the Effective Date.

2. **Repayment Period in Effect.** The parties acknowledge that the Repayment Period started prior to the Effective Date.

3. **Extension of Repayment Period and Maturity Date.** The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will increase from Fifteen (15) Years to Twenty (20) Years. As a result, the maturity date of the Line of Credit Agreement is extended from March 22, 2024, to March 22, 2029.

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4. **Temporary Interest Rate and Payment Changes.** Borrower and Bank agree on the following temporary interest rate and payment changes:

a. **Fixed Interest Rate.** Beginning with your current billing cycle (the one that includes the Effective Date), and continuing for a total of 60 billing cycles, the **ANNUAL PERCENTAGE RATE** and monthly periodic rate will no longer be a variable rate, and the provisions of the paragraph of the Line of Credit Agreement entitled "Rates" will not apply. The **ANNUAL PERCENTAGE RATE** and monthly periodic rate will be fixed rates. The **ANNUAL PERCENTAGE RATE** will be 1.000%, and the monthly periodic rate will be 0.0833%. After 60 billing cycles, the **ANNUAL PERCENTAGE RATE** and monthly periodic rate will return to a variable rate, and the paragraph of the Line of Credit Agreement entitled "Rates" will again apply.

b. **Minimum Amount Due on Your First Bill After the Effective Date; Application of Payment.** The "Minimum Amount Due" on your first statement (a "Bill") following the Effective Date will be the "Minimum Payment Due" as described in the Line of Credit Agreement. We will apply the payment of your first Bill following the Effective Date as set forth in the Line of Credit Agreement and any excess will be applied to your principal balance.

c. **Fixed Payments of Interest and Principal; Minimum Amount Due; Application of Payments.** Beginning with your second Bill after the Effective Date, you agree to pay interest and principal by making monthly fixed payments in the amount of \$385.80 (the "Fixed Payment") for 60 months. During that time, the provisions of the paragraphs of the Line of Credit Agreement entitled "Payments" and "How We Apply Your Payments" will not apply. The "Minimum Amount Due" will be the total of (1) the Fixed Payment, (2) any Credit Life or Disability Premium, Debt Cancellation charge, Late Fee, Returned Check Fee, and any other miscellaneous fee imposed during the billing cycle, and (3) any past due amounts, and we will apply your payments in this order: (a) any past due principal, (b) **FINANCE CHARGES**, (c) Credit Life or Disability Premium, Debt Cancellation charges, Late Fees, Returned Check Fees, and any other miscellaneous fees, and (d) the principal balance. After the last Fixed Payment, the paragraphs of the Line of Credit Agreement entitled "Payments" and "How We Apply Your Payments" will again apply. You understand and agree that the amount of principal payable as part of each Fixed Payment is based on a 360 month amortization schedule, which means that you will be paying less principal than you otherwise would under the original Repayment Period Terms in your Note and that after 60 months the amount of principal payable each month will increase.

B. AMENDMENT OF SECURITY INSTRUMENT. Effective as of the Effective Date, Grantor and Bank agree that the Security Instrument is modified to indicate that the term of the Line of Credit Agreement has been extended to March 22, 2029, and to reflect the other changes set forth in paragraph A.

C. OTHER TERMS

1. Except as provided in paragraph B, this Agreement shall not affect Bank's 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. Bank does not waive its right to: (i) prohibit or restrict any future amendments or modifications Borrower may request, or (ii) enforce any of Bank's rights or remedies under any of the Loan Documents.

4. Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement shall remain in full force and effect. In the event of any irreconcilable conflict between any

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provision of this Agreement and any provision of the Line of Credit Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date.

BORROWER:

AG Glowacki
Andrew Glowacki

Date: 04-29-10

Teresa D Glowacki
Teresa D. Glowacki

Date: 4-29-10

GRANTOR:

AG Glowacki
Andrew Glowacki

Date: 04-29-10

Teresa D Glowacki
Teresa D. Glowacki

Date: 4-29-10

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Lisa Manley
Name: Lisa Manley

Title: Operations Manager, Loss Mitigation

Date: 4-30-10

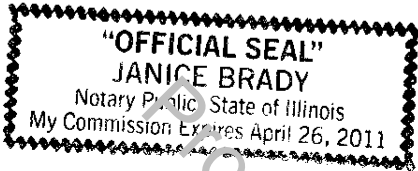
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ACKNOWLEDGEMENTS

State of Illinois
County of COOK

The foregoing instrument was acknowledged before me this APRIL 29, 2010 by ANDRE Glowacki, TERESA Glowacki



Janice Brady
(Signature of person taking acknowledgment)
JANICE BRADY
(Printed Name)
(Title or rank) NOTARY
(Serial number, if any)

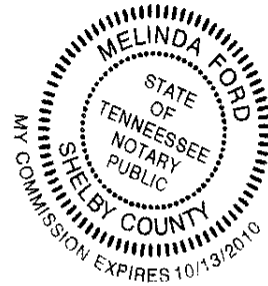
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Lisa Manley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Operations Manager of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, and that, in her capacity as a Operations Manager of the said association and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the association as Operations Manager Loss Mitigation

Witness my hand and seal, on this 30 day of April, 20 10
Melinda Ford [SEAL]
Notary Public

Printed Name: Melinda Ford

My commission expires on: 10-13-2010



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EXHIBIT A

NAME(S): ANDREW GLOWACKI AND TERESA GLOWACKI, HIS WIFE, AS JOINT TENANTS

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN COOK COUNTY, ILLINOIS,
TO-WIT:

LOT 20 IN JILL'S SUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR
MINERAL RIGHTS OF RECORD, IF ANY.

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