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Prepared By:

FIRST AMERICAN BANK
80 Stratford Drive
Bloomington, IL 60108

Doc#: 1210447024 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/13/2012 01:47 PM Pg: 1 of 5

Mail To:

FIRST AMERICAN BANK
201 S. State St.
Hampshire, IL 60140

NBT-1202-00416

2/10/21 3/3

CONSUMER HOME EQUITY AGREEMENT & MORTGAGE MODIFICATION



Borrower: Susan E Miller

Bank: First American Bank
Acct. No.: 5910935070
App. ID: 201069

Credit Limit: \$ 26,585.00

Date of Original Agreement: July 27, 2005

WHEREAS: Borrower and Bank are parties to a Home Equity Revolving Line of Credit Agreement and Disclosure Statement or, if entered into after January 1, 1990 to a Consumer Home Equity Agreement and Disclosure (in either case, the "Agreement") dated the date set forth above; and

WHEREAS: Borrower has previously granted to Bank a mortgage on the property commonly known as ; having a Real Property tax identification number (PIN) and legal description as follows:

See exhibit 'A'

Said mortgage having been originally executed by Borrower on July 27, 2005 and having been recorded in the Office of the Recorder of Deeds of Cook County, on August 9, 2005 as document number 0522105162; and

WHEREAS: Borrower and Bank desire to modify and renew the Agreement and Mortgage on the terms and subject to the conditions set forth in this Consumer Home Equity Agreement & Mortgage Modification Agreement ("Modification Agreement").

NOW, THEREFORE, for mutual consideration, the sufficiency of which is hereby acknowledged by and between the parties, the parties agree to modify the Agreement and Mortgage as follows:

DEFINED TERMS: Capitalized terms used in this Modification Agreement as defined terms have the meanings given to them in the Agreement, unless otherwise defined in this Modification Agreement.

CREDIT LIMIT: This Modification Agreement will formally reduce the Credit Limit from \$60,000.00 to the new Credit Limit of \$26,585.00.

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ANNUAL FEE: A non-refundable Annual Fee of \$50.00 will be charged to your Credit Line on each anniversary date.

LATE CHARGES: Your payment will be late if it is not received by us within 10 days of the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you 5.000% of the payment.

SUBORDINATION FEE: The creation of a senior lien on the dwelling requires our permission. If you request Bank to subordinate its security interest in the Mortgage or other Collateral that secures this Agreement, your Credit Line Account will be charged a nonrefundable processing fee of \$200.00. However, we have no obligation to honor any request for the creation of a senior lien on your dwelling or to subordinate the Mortgage or other Collateral that secures this Agreement to a third-party lender. In addition to the processing fee, we may charge third party fees such as, but not limited to, appraisal, title, and credit report costs incurred by us to determine your eligibility for a subordination. We reserve the right to engage our approved third party vendors to process any subordination request.

OTHER FEES & CHARGES: Other fees and charges described in the original Agreement are hereby amended by those set forth within the First American Bank Home Equity Line of Credit Disclosure signed in accordance with this Modification Agreement.

TERM: The maturity date of Borrower's Loan or Credit Line Account (the "Account") shall remain August 01, 2015 (the "Maturity Date"). All indebtedness under the Agreement if not already paid pursuant to the Agreement or this Modification Agreement will be due and payable on the Maturity Date. Subject to the Agreement and this Modification Agreement, the draw period will remain and expire upon the Maturity Date. Borrower agrees that Bank may, but is not obligated to, further modify the draw period, or further renew the Account, or further modify the Maturity Date.

INTEREST RATE: The interest rate as contained in the Agreement shall be modified to reflect that the interest accruing under the Account shall from the date of this Modification Agreement, until and unless modified by the parties in writing, accrue at a rate of 0.300 percentage points under the Index, as defined in the Agreement.

PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE: *The Periodic Rate and corresponding Annual Percentage Rate will be determined as follows. We start with an independent index (the "Index"), which is the Wall Street Journal Prime Rate as published in the Money Rates Section of the Wall Street Journal on the first business day of each month. When a range of rates has been published, the higher of the rates will be used. We will use the most recent Index value available to us as of the first business day of each month for any Annual Percentage Rate adjustment. The Index is not necessarily the lowest rate charged by us on our loans. To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, then divide the value by the number of days in a year (daily). To obtain the Annual Percentage Rate, we multiply the Periodic Rate by the number of days in a year (daily). This result is the Annual Percentage Rate. The Annual Percentage Rate includes only interest and no other costs.*

The Periodic Rate and the corresponding Annual Percentage Rate on your Credit Line will increase or decrease as the Index increases or decreases from time to time. Adjustments to the Periodic Rate and the corresponding Annual Percentage Rate resulting from changes in the Index will take effect monthly. In no event will the Annual Percentage Rate exceed 18.00% per annum at any time during the term of the Credit Line. Today, the index is 3.25% per annum, and therefore the initial Periodic Rate and the corresponding Annual Percentage rate on your Credit Line are as stated below:

Range of Balance or Conditions	Margin Subtracted from Index	Annual Percentage Rate	Daily Periodic Rate
All Balances	0.300%	2.950%	0.00808%

Notwithstanding any other provision of the Agreement, we will not charge interest on any undisbursed loan proceeds.

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FINANCE CHARGES: *Any finance charge is determined by applying the "Periodic Rate" to the balance. Then we multiply by the number of days in the billing cycle. This is the finance charge calculated by applying a Periodic Rate.*

ADDITIONAL FINANCE CHARGES: The following additional FINANCE CHARGES will be charged to your Credit Line Account or paid in cash.

MINIMUM PAYMENT: Borrower's regular monthly payment will be the amount of the accrued finance charges, the annual fee, if then due and payable, credit insurance or other charges, and all principal in excess of the revised Credit Limit (only after the Borrower has paid the Current Balance below the revised Credit Limit). Borrower will continue to make these payments monthly until the Maturity Date. Borrower will then be required to pay the entire balance owing in a single balloon payment on the Maturity Date.

BORROWER'S OBLIGATIONS: If there is more than one Borrower, each is jointly and severally liable on the Agreement and this Modification Agreement and the word "Borrower" refers to each and all signers. As provided in the Agreement, Bank may rely on instructions from any signer and any signer may, on his or her authority alone, request and receive credit advances and do all things necessary to carry out the terms of the Agreement and this Modification Agreement.

AGREEMENTS IN EFFECT: This Modification Agreement is supplementary to the Agreement and Mortgage. Except for those modifications contained in this Modification Agreement, all other terms, conditions and provisions of the Agreement, including any amendments thereto, and Mortgage (or any other agreement evidencing or securing Borrower's obligations to the Bank), including the right to declare principal and accrued interest due for any cause specified in the Agreement and Mortgage, shall remain in full force and effect, and the Agreement, and any amendments thereto, and Mortgage are hereby ratified and confirmed in all respects. The terms and conditions of this Modification Agreement shall control in the event of any inconsistency between this Modification Agreement and the Agreement or Mortgage. Any provisions of the Agreement or Mortgage that are not inconsistent with the terms of this Modification Agreement shall apply to the repayment of the unpaid indebtedness Borrower agrees to perform all covenants of the grantor or grantors in the Mortgage. The provisions of this Modification Agreement shall insure to the benefit of any holder of the Agreement or Mortgage and shall bind the heirs, personal representatives and assigns of the Borrower. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Borrower(s) hereby waives and releases all rights and benefits accruing under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interest in the above-described real estate, including, without limitation, any exceptions Borrower may have under any state or federal bankruptcy or insolvency laws in the above-described real estate.

As additional consideration for the amendments contained herein, Borrower(s) hereby release and forever discharge the Bank, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, assigns and all persons, firms and corporations, in its behalf, of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Borrower(s) may now have or claim to have against the Bank as of the date hereof and whether presently known or unknown and of every nature and extent whatsoever on account of or in any way concerning, arising out of or founded upon the Agreement or the Mortgage, as they may modified hereby, including but not limited to, all such loss or damage of any kind heretofore sustained or which may arise as a consequence of the transactions between Borrower(s) and the Bank to and including the date hereof, and this release and covenant by Borrower is contractual and not a mere recital.

LOAN PAYMENTS PRESENTED WITH NON-SUFFICIENT FUNDS: If, at any time, First American Bank is presented with a payment for this loan that is deemed as non-sufficient funds and/or as uncollectible funds the Bank will impose a \$30.00 fee and assess this fee to your loan account for each instance.

CREDIT INSURANCE: *Any Credit Insurance currently in existence on your Account will remain in place based on the terms of the original Agreement and Certificate of Insurance.*

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ACKNOWLEDGEMENT: Each of the undersigned acknowledges that he or she has read this Modification Agreement and agrees to the terms and conditions of this Modification agreement.

Dated this 2 day of April, 2012.

BORROWER(S):

Susan E. Miller
Susan E Miller

STATE OF ILLINOIS)
COUNTY OF COCK)SS.
)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that SUSAN E MILLER, personally known to me to be the same persons whose names are subscribed to the fore-going instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of April, 2012

[Signature]

Notary Public



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A POLICY ISSUING AGENT OF
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FILE NO.
COMMITMENT NO. NBT-1202-00416

SCHEDULE A (continued)

LEGAL DESCRIPTION

Units 1316 and 143 together with its undivided percentage interest in the common elements in Park Place Tower I Condominium as delineated and defined in the Declaration recorded as Document No. 0011020878, as amended from time to time, in the Northwest ¼ of Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 14-21-101-054-1186 & 14-21-101-054-1943

COMMONLY KNOWN AS: 655 West Irving Park Rd #1316, Chicago, IL 60613