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Doc#: 1219133085 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/09/2012 01:14 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:
USAA Federal Savings Bank
ATTN: EQSUBMOD
10750 McDermott Freeway
San Antonio, TX 78288-0558

AYS

MORTGAGE LOAN MODIFICATION AGREEMENT FOR LINES OF CREDIT (For Use in States Other than Texas)

This Mortgage Loan Modification Agreement ("Agreement" or "Modification" or "Modification Agreement"), made effective the June 14, 2012 (the "Effective Date") between: Thomas A. Gruger and Jennifer S. Gruger, the address of each of whom is as stated in the Credit Agreement and/or Security Instrument, defined below ("Obligor," whether one or more), and USAA Federal Savings Bank, whose address is 10750 McDermott Freeway, San Antonio, Texas, 78238 ("USAA FSB" or "Lender"), modifies, amends, and supplements (1) the Mortgage (the "Security Instrument") dated August 28, 2006 and recorded at County of Cook, State of Illinois, recorded on December 14, 2006, in Doc #0634806001 and (2) the Home Equity Line of Credit Agreement or the Equity Line of Credit Agreement and Disclosure bearing the same date as and secured by the Security Instrument (the "Credit Agreement"), said Security Instrument covering the real and personal property described in the Security Instrument and defined therein as the Real Property or Property, evidencing the mortgage loan made by USAA FSB to Borrower(s) as identified in the Credit Agreement effective August 28, 2006 (the "Loan"), the real property described in said Security Instrument being set forth in Exhibit A, attached hereto and made a part hereof.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the parties as follows:

1. The current outstanding principal balance of the Credit Agreement as of June 14, 2012 is \$49,547.80.
2. Obligor has requested that certain terms of the Credit Agreement and Security Instrument be modified. Lender has agreed to make certain modifications. Therefore, the following paragraphs of the Credit Agreement are amended as follows:

Change of Credit Limit. Beginning with the Effective Date of this Agreement, the Credit Limit is modified to be as follows:

FORM CODE: EQSUBMOD

BOX 333-CT

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FROM the previous Credit Limit of \$125,000.00 (the "Previous Credit Limit")
TO the new Credit Limit of \$57,400.00 (the "New Credit Limit"),
Constituting a decrease of \$67,600.00.

3. Except as otherwise expressly modified hereby, all terms and provisions of the Credit Agreement and Security Instrument are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms as hereby modified. To the extent of any conflict between the Credit Agreement and Security Instrument, on the one hand, and this Agreement, on the other hand, this Agreement shall control. Obligor represents and warrants that as of the effective date of this Agreement no default exists in the Credit Agreement or Security Instrument.

4. Obligor hereby agrees to observe, comply with and perform all of the obligations, terms and conditions under or in connection with the Credit Agreement and Security Instrument as previously executed by Obligor, as modified hereby. Obligor hereby reaffirms to USAA FS.B each of the representations, warranties, covenants, and agreements contained in the Credit Agreement, Security Instrument, or any or all other documents executed by Obligor in connection with the Loan, with the same force and effect as if each were separately stated herein. This Agreement is not intended to be a satisfaction and replacement of the existing obligation, but rather a modification, amendment, and supplement of the existing obligation.

5. Obligor hereby acknowledges and agrees that the liens and security interests of the Security Instrument and any other documents and instruments executed in connection with the Loan securing the Credit Agreement are valid and subsisting liens and security interests and are superior to all other liens and security interests against the Real Property or Property and any other collateral to which they attach, with the sole exception of the indebtedness secured by encumbrances of record on the date of the Security Instrument and of which Obligor made Lender aware prior to closing of the Loan (if any and if such indebtedness is still unsatisfied), and they are hereby renewed and extended and carried forward in full force and effect.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, representatives, successors and assigns.

7. In the event the enforceability or validity of any portion of this Agreement, the Credit Agreement, the Security Instrument, or any other documents executed in connection with the Loan, all as modified hereby, is challenged or questioned, such provision shall be construed in accordance with and shall be governed by whichever applicable federal or state law would uphold or would enforce such challenged or questioned provision.

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8. THIS AGREEMENT AND ALL OF THE LOAN DOCUMENTS, AS HERETOFORE OR HEREIN MODIFIED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OR PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

9. In the event the term, "Obligor," represents more than one person, then the terms of this Modification Agreement are undertaken by each and every person, and all duties under this Modification Agreement are joint and several. All references to the singular include the plural; all references to the masculine include the feminine.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth in the acknowledgments below, the last date of said acknowledgments to constitute the "Execution Date" of this Modification, this Modification to be effective as of the Effective Date identified above.

LENDER:

USAA Federal Savings Bank



By: Sunny Barr
Account Services Specialist

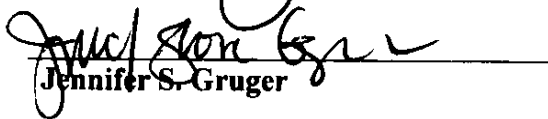
OBLIGOR:



Thomas A. Gruger

6/14/2012

Date



Jennifer S. Gruger

6/14/2012


Date

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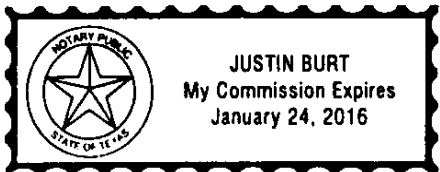
ACKNOWLEDGEMENTS:

STATE OF TEXAS §
 §
 COUNTY OF BEXAR §

On ~~June 14~~, 2012, before me, the undersigned appeared **Sunny Barr, Account Services Specialist**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Bexar and the State of Texas.



Justin Burt
 Notary Public
 State of Texas
 My Commission Expires: 01-24-2016



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STATE OF IL §

COUNTY OF COOK §

BEFORE ME, the undersigned authority, on this day personally appeared **Thomas A. Gruger**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 14 day of June, 2012.



X [Signature]
Notary Public in and for
The State of IL

Printed Name: KEVIN Z BRAUDE
My Commission Expires: 12/26/14

STATE OF IL §

COUNTY OF COOK §

BEFORE ME, the undersigned authority, on this day personally appeared **Jennifer S. Gruger** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 14 day of June, 2012.



X [Signature]
Notary Public in and for
The State of IL

Printed Name: KEVIN Z BRAUDE
My Commission Expires: 12/26/14

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USAA FEDERAL SAVINGS BANK
Home Equity
 10750 McDermott Freeway
 San Antonio, TX 78288-0589
 Telephone: (800) 531-2265
 Fax Number: (800) 531-5717
 LENDER

IMPORTANT TERMS OF YOUR LINE OF CREDIT

This disclosure contains important information about our Home Equity Lines of Credit. You should read it carefully and keep a copy for your records.

POSSIBLE ACTIONS. Under certain circumstances, we can:

- A. Terminate your line of credit and require you to pay us the entire outstanding balance in one payment;
- B. Refuse to make additional extensions of credit; and
- C. Reduce your credit limit.

If the dwelling securing the line of credit is located in **Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, or Wyoming** we can terminate your line of credit and require you to pay us the entire outstanding balance in one payment if:

- A. You engage in fraud or material misrepresentation in connection with the line of credit;
- B. You fail to make a payment as required by the agreement; or
- C. Your action or inaction adversely affects the collateral or our rights in the collateral.

If the dwelling securing the line of credit is located in **Idaho, Kansas, Maine, Missouri, or South Carolina** we can terminate your line of credit and require you to pay us the entire outstanding balance in one payment if:

- A. You fail to make a payment as required by the agreement; or
- B. Your action or inaction adversely affects the collateral or our rights in the collateral.

If the dwelling securing the line of credit is located in **Iowa** we can terminate your line of credit and require you to pay us the entire outstanding balance in one payment if:

- A. You fail to make a payment within 10 days of its due date; or
- B. Your action or inaction adversely affects the collateral or our rights in the collateral.

If the dwelling securing the line of credit is located in **Wisconsin** we can terminate your line of credit and require you to pay us the entire outstanding balance in one payment if:

- A. You fail to make a full payment when due on two or more occasions within any 12-month period; or
- B. Your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if:

- A. The value of the dwelling securing the line of credit declines significantly below its appraised value for purposes of the line of credit;
- B. We reasonably believe you will not be able to meet the repayment requirements under the line of credit due to a material change in your financial circumstances;
- C. You are in default of a material obligation in the agreement;
- D. Government action prevents us from imposing the annual percentage rate provided for in the agreement, or impairs our security interest such that the value of the interest is less than 120 percent of the credit limit on the line of credit;
- E. A regulatory agency has notified you that continued advances would constitute an unsafe and unsound practice; or
- F. The maximum annual percentage rate is reached.

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USAA FEDERAL SAVINGS BANK
Home Equity
 10750 McDermott Freeway
 San Antonio, TX 78288-0589
 Telephone: (800) 531-2265
 Fax Number: (800) 531-5717
 LENDER

HOME EQUITY LINE OF CREDIT**GOOD FAITH ESTIMATE OF FEES TO THIRD PARTIES**

This disclosure contains important information about our Home Equity Lines of Credit. You should read it carefully and keep a copy for your records. Terms following a only apply if checked.

This is a good faith estimate of fees imposed by third parties for our Home Equity Lines of Credit. This is not a commitment to make a loan.

◆ <input type="checkbox"/> Recording Fee:	\$	<u>N/A</u>
◆ <input type="checkbox"/> Appraisal Fee:	\$	<u>N/A</u>
◆ <input type="checkbox"/> Taxes:	\$	<u>N/A</u>
◆ <input type="checkbox"/> Title Search Fee:	\$	<u>N/A</u>
◆ <input type="checkbox"/> Title Insurance:	\$	<u>N/A</u>
◆ <input type="checkbox"/> Lien Release Fee:	\$	<u>N/A</u>
◆ <input type="checkbox"/>	\$	<u>N/A</u>
◆ <input type="checkbox"/> <u>MODIFICATION AGREEMENT</u>	\$	<u>NO FEE</u>

You must carry insurance on the property that secures the line of credit.

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008842329 SK
STREET ADDRESS: 2302 HARTZELL
CITY: EVANSTON **COUNTY:** COOK
TAX NUMBER: 05-34-324-042-0000

LEGAL DESCRIPTION:

LOT 30 (EXCEPT THE SOUTH 47 1/2 FEET THEREOF) IN BLOCK 1 IN JOHN CULVER'S ADDITION TO NORTH EVANSTON, A SUBDIVISION OF THE EAST 33 FEET OF LOTS 1 AND 2 AND ALL OF LOTS 3 TO 10, INCLUSIVE, IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office