

Prepared By:

FIRST AMERICAN BANK
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Bloomington, IL 60108

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FIRST AMERICAN BANK
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Hampshire, IL 60140

1302503IL

CONSUMER HOME EQUITY AGREEMENT & MORTGAGE MODIFICATION



Borrower: Todd M Sulak
Brandi M Sulak

Bank: First American Bank
Acct. No.: 39912049870
App. ID: 212717

Credit Limit: \$ 70,000.00

Date of Original Agreement: February 21, 2006

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 404 S WILLE STREET, MOUNT PROSPECT, IL ; 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 February 21, 2006 and having been recorded in the Office of the Recorder of Deeds of Cook County, IL on March 9, 2006 as document number 0606821020; 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 \$157,500.00 to the new Credit Limit of \$70,000.00.

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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 \$250.00. 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 March 01, 2016 (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 1.500 percentage points over 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 or, go below 4.50% 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 Added to Index	Annual Percentage Rate	Daily Periodic Rate
All Balances	1.500%	4.750%	0.01301%

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

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RIGHT TO DEBIT ACCOUNTS: Borrower hereby irrevocably authorizes and instructs Lender to directly and automatically debit Borrower's checking accounts, or any of Borrower's deposit accounts or other accounts with Lender for the payment of any and all of the indebtedness when due under this Modification Agreement, including, without limitation, principal, interest, fees, costs and expenses due hereunder with respect to this Modification Agreement until paid in full, all of the foregoing to be done at Lender's sole option. Any payments and other amounts owing under this Modification Agreement shall be initiated by Lender in accordance with the terms of this Modification Agreement and the Automatic Payment Authorization. Borrower hereby authorizes Lender to initiate such payments from Borrower's checking or other account(s) maintained with Lender and/or from Borrower's deposit account identified on the Automatic Payment Authorization.

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

ACKNOWLEDGMENT: 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 5 day of April, 2013.

BORROWER(S):

Todd M Sulak

Todd M Sulak

Brandi M Sulak

Brandi M Sulak

STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Todd M Sulak, Brandi M. Sulak, 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 5 day of April, 2013

Kathy Glinkowski

Notary Public



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EXHIBIT A

LOT 22 IN BLOCK 3 IN PROSPECT PARK SUBDIVISION NUMBER 1 OF THE WEST 1/2 OF THE NORTH 60 ACRES OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 08-12-301-015-0000

Ravenwood Title Company LLC
319 W. Ontario Street
Suite 2N-A
Chicago, IL 60654

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