



Home Equity Line
MODIFICATION AGREEMENT

Loan No. 70650581802979

Current ANNUAL PERCENTAGE RATE:
9.75 %

Current Monthly Periodic Rate: 0.813 %

Margin: 0.00 %

Line of Credit: \$ 100,000.00
(maximum credit)

Annual Fee: \$ 20.00

DEPT-01 RECORDING \$25.50
T90001 TRAN 3093 03/18/96 09:14:00
#2934 + RC: *96-202855
COOK COUNTY RECORDER

MODIFICATION AGREEMENT, made December 7, 19 95, between First of America Bank- Illinois, N.A. (the "Mortgagee") of Bannockburn, Illinois and John E and Christie O Dwena (the "Mortgagor") of 845 N Washington Park Ridge Illinois, 60068 AS TRUSTEES UNDER TRUST AGREEMENT DATED 12-20-89 AND KNOWN AS TRUST NO. 845.

RECITALS:

- A. The Mortgagee is a party to a certain Home Equity Line Agreement and Disclosure, executed by Mortgagor and Mortgagee on December 6, 19 91, with an original maximum credit limit of One Hundred Thousand and 00/100's \$100,000.00 Dollars (the "Agreement"); and
- B. The Agreement is secured by a certain real estate Mortgage Securing Home Equity Line dated December 6, 19 91, and recorded December 9, 19 91, as Document Number 91645406 in Liber Page, or as Instrument Number, Book Number, Page Number, or in Official Records Book Number, Page Number, in the office of the Recorder for Cook County, State of Illinois (the "Mortgage"), on the real property described on Exhibit "A" attached hereto (the "Mortgage Premises"); and
- C. The Mortgagor and Mortgagee wish to modify the Agreement or the Mortgage, or both, without the necessity of rewriting the Agreement and Mortgage.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Mortgagor and Mortgagee agree as follows:

- 1. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof, certain provisions of the Agreement or the Mortgage, or both, shall be, and the same are, hereby modified and amended as so indicated:

MODIFICATION OF AGREEMENT AND MORTGAGE.

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- Maximum Credit. The maximum credit, as defined in the Agreement and the Mortgage of (\$) Dollars is amended to be the sum of (\$) Dollars.
- Advances. If you have been provided with a credit card for this account, you may also obtain advances by presenting your card at a participating bank, using your card at an ATM, or using your card at a participating merchant.
- Term and Minimum Payment. The provisions related to term and minimum payment in the Agreement are amended to read in full as follows:

TERM: You can obtain advances of credit for one year (the "new draw period") from the date of this Modification Agreement. At the end of the new draw period, we may, at our sole discretion, extend the new draw period of one or more additional one year terms. You will be notified in writing if, at the end of the new draw period, or the new draw period as previously extended, we elect not to further extend your new draw period. After the new draw period ends, including all extensions thereof, you will no longer be able to obtain advances, and the outstanding balances of the Agreement will be due and payable within one of the periods described below (the "repayment period").

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The length of the repayment period will depend on the outstanding balance at the beginning of the repayment period, the Annual Percentage Rate in effect from time to time and the amount and timing of the payments made.

Except where otherwise indicated, the disclosure contained in this Agreement apply to both the new draw period and repayment period.

MINIMUM PAYMENT - INSTALLMENT: Each month you may pay the new balance of the account in full or you may make payments in monthly installments. If you pay in installments during the draw period, your payment will equal the Finance Charges that accrued on the outstanding balance during the previous month plus any other accrued and unpaid Finance Charges or fees. If you pay in installments during the repayment period, your minimum payments must be 2% of the new balance or \$100, whichever is greater. During the repayment period, if your new balance is less than \$100, you will be required to pay the new balance. In addition you promise to pay any amount that is past due or that exceeds the maximum credit. You may repay all or any part of your outstanding balance without prepayment penalty.

- Variable Annual Percentage Interest Rate Changes.** The terms relating to interest rate changes in the Agreement and in those Mortgages made in Illinois and Florida are amended to read in full as follows: The Index Rate will be reviewed and adjusted monthly. The provision related to the variable Annual Percentage Rate changes are amended to read in full as follows:

VARIABLE ANNUAL PERCENTAGE RATE. The FINANCE CHARGE will be calculated and assessed each month at the then applicable monthly periodic rate which is based on an ANNUAL PERCENTAGE RATE which will change upward or downward according to changes in the highest Wall Street Journal Prime Rate as published in The Wall Street Journal (the "Index Rate").

The Index Rate will be reviewed on the 25th day of each month (the "Review Date"), and if the Index Rate is different from what it was on the previous Review Date, the ANNUAL PERCENTAGE RATE will be changed effective on the first day of the following month's billing cycle (as "Adjustment Date"). There is no limit on the amount by which the rate can change on any Adjustment Date. If the Review Date is a day other than a day on which the Prime Rate is published, then the Prime Rate as published immediately before the Review Date shall apply. The ANNUAL PERCENTAGE RATE will be determined by adding the margin to the Index Rate. The ANNUAL PERCENTAGE RATE will not exceed 18% for accounts that originate in Michigan or Florida, and will not exceed 21% for accounts that originate in Illinois, Indiana or Iowa. The ANNUAL PERCENTAGE RATE will not be less than 6%. The new ANNUAL PERCENTAGE RATE will apply to any existing account balance and to any new advances.

The current monthly periodic rate, the current ANNUAL PERCENTAGE RATE, and the margin are shown at the beginning of this Agreement. The rate information will be provided on or with each periodic statement. To obtain the monthly periodic rate shown on your statement, divide the ANNUAL PERCENTAGE RATE by 12.

An increase in the Index Rate will result in an increase in the ANNUAL PERCENTAGE RATE. It may also result in an increase in your minimum monthly payment and/or an increase in the number of payments required to pay the new balance.

The ANNUAL PERCENTAGE RATE described in this Agreement includes only interest and does not include other costs described in this Agreement.

2. The parties agree that the Agreement and the Mortgage, including such changes, modifications and amendments as are herein contained, are in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained herein shall in any way impair the Amendment or the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary or effect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Amendment and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.
3. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.
4. This Modification Agreement shall be binding upon the heirs, successors and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

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Executed on the date first written above.

~~XXXXXXXXXX~~ MORTGAGOR:
John E. Owens
JOHN E OWENS, AS TRUSTEE
John E. Owens
JOHN E OWENS, PERSONALLY

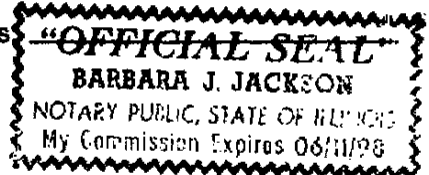
MORTGAGOR:
Christel B. Owens
CHRISTEL B OWENS, AS TRUSTEE
Christel B. Owens
CHRISTEL B OWENS, PERSONALLY

STATE OF IL)
COUNTY OF Cook)SS.

On this 14th day of December, 19 95, this Modification Agreement was acknowledged before me by _____

Barbara Jackson
Notary Public

Cook County, IL
My Commission Expires _____



WITNESSES:

MORTGAGEE:
FIRST OF AMERICA BANK- ILLINOIS, N.A.

By: Greg L. Kach

Its: PERSONAL BANKING REPRESENTATIVE

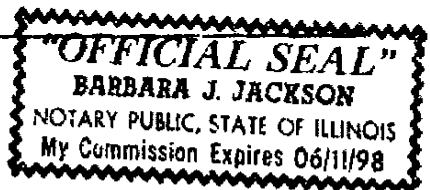
STATE OF ILLINOIS)
COUNTY OF Cook)SS.

On this 14th day of December, 19 95, before a Notary Public in and for said County, personally appeared _____, and acknowledged the foregoing agreement on behalf of said Bank.

Barbara Jackson
Notary Public

Cook County, ILLINOIS

My Commission Expires: _____



This instrument was drafted by:
FIRST OF AMERICA BANK - ILLINOIS, N.A.
115 E WASHINGTON ST
BLOOMINGTON, IL 61701



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Property of Cook County Clerk's Office

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