

HOME EQUITY LINE MODIFICATION AGREEMENT



Loan No. 70650634900403

Current ANNUAL PERCENTAGE RATE: 10.00 %

Current Monthly Periodic Rate: .8333 %

Margin: 1.50 %

Line of Credit: \$ 45,000.00 (maximum credit)

Annual Fee: \$50.00

MODIFICATION AGREEMENT, made November 7, 1997, between First of America Bank, Illinois (the "Mortgagee") of 16333 Trenton Rd. Southgate, MI and Timothy R. and Barbara J. (the "Mortgagor") of 8030 Howard Ave. La Grange, IL 60525 Robb, husband and wife.

RECITALS:

- A. The Mortgagee is a party to a certain Home Equity Line Agreement and Disclosure, executed by Mortgagor and Mortgagee on January 30, 1990, with an original maximum credit limit of Thirty Thousand and 00/100 (\$ 30,000.00) Dollars (the "Agreement"); and
B. The Agreement is secured by a certain real estate Mortgage Securing Home Equity Line dated Jan. 30, 1990, and recorded February 7, 1990, as Document Number 99, or in Liber 062282, 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.

Maximum Credit. The maximum credit, as defined in the Agreement and the Mortgage of Thirty Thousand and 00/100 (\$ 30,000.00) Dollars is amended to be the sum of Forty Five Thousand and 00/100 (\$ 45,000.00) 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.

Handwritten initials: S, P, M, V

J.R.R.

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").

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 any 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.

J.R.R.

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 Florida, 25% for accounts that originate in Michigan, and 21% for accounts that originate in Illinois, Wisconsin 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.

UNOFFICIAL COPY

Executed on the date first written above.

WITNESSES:

MORTGAGOR: Timothy R. Robb
TIMOTHY R. ROBB

STATE OF ILLINOIS
COUNTY OF COOK

BARBARA J. ROBB Barbara J Robb
} SS.

On this November 7, 1997
before me by TIMOTHY R. AND BARBARA J. ROBB
HUSBAND AND WIFE

.....
this Modification Agreement was acknowledged
before me by TIMOTHY R. AND BARBARA J. ROBB
HUSBAND AND WIFE
OFFICIAL SEAL
Manjula J. Doshi
Notary Public, State of Illinois
My Commission Expires 06/01/99
.....
My Commission Expires: _____

*see attached Exhibit "A" for
Legal Description

WITNESSES:

YVONNE LOURIA
KAREN HABBIBYIEH
Yvonne Louria
Karen Habbibyieh

MORTGAGEE:
FIRST OF AMERICA BANK - MICHIGAN
Doreen E. Young
By: DOREEN E. YOUNG
Its: CONSUMER LENDING OFFICER

STATE OF MICHIGAN
COUNTY OF WAYNE

} SS.

On this November 4, 1997
personally appeared Doreen E. Young
and acknowledged the foregoing agreement on behalf of said Bank.

Carol Ann Schmaus
Notary Public Carol Ann Schmaus
acting in Wayne County Michigan
My Commission Expires: 01-27-99

This instrument was drafted by: VIRGINIA CBSARZ
FIRST OF AMERICA Home Equity Dept. R-RO1-45
16333 Trenton Rd. Southgate, MI 48195

CAROL ANN SCHMAUS
NOTARY PUBLIC - MONROE COUNTY, MI
MY COMMISSION EXPIRES 01/27/99

First of America Bank N.A
P O Box 1087
Detroit, Mi 48231-9941



Miscellaneous Charges: You agree to pay the following additional charges if assessed by us:

- A late charge on any payment not paid within 10 days of the payment due date:
 - of \$20 on accounts originated in Illinois or Michigan. This charge does not apply to Iowa residents.
 - of \$15.00 for accounts originated in Indiana. If the maximum late charge under the Indiana Uniform Consumer Credit Code is increased, the amount of the late charge may be increased accordingly.
 - equal to 5% of the past due amount for accounts originated in Florida which have a line of credit of \$50,000 or less.
- An overlimit charge:
 - of \$20 for each statement on which you are overline for accounts originated in Michigan, Florida, and Illinois.
 - of \$20 for each statement on which on which you overline by more than \$100 for accounts originated in Indiana.
 - This charge does not apply to Iowa residents.
- A \$3 fee for each photocopy of a statement or check, except as prohibited by law.
- A \$20 charge for a dishonored payment or check or automatic draft.
- A \$20 stop payment fee (per request).

P.K. BR

For First of America employees participating in the Bank Where You Work program:

When your employment with First of America ends, your Margin, as specified on the first page of this Modification Agreement, will increase .5% (without direct debit) or .75% (with direct debit), as applicable, and your account will be assessed a \$_____ annual fee. (Retirees and employees on permanent disability are considered employees of First of America.) The increase in the margin will result in a corresponding increase in your monthly rate and your Annual Percentage Rate.

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.

County Clerk's Office

UNOFFICIAL COPY**"EXHIBIT A"**

Lot 42 in Mary F. Bielby's Edgewood Acres being a Subdivision of the E 466 feet and the S 466 feet of the NW 1/4 of the NW 1/4 of Section 32, Township 38 North, Range 12 East of the Third Principal Meridian, as per plat recorded as Document 18839417 in Cook County, Illinois.

**CRA: 8030 HOWARD AVENUE
LA GRANGE, IN 46025**

ID#: 18-32-104-018

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office