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Cook County Recorder 25.00

**METRO**  
Federal Credit Union



AGREEMENT TO MODIFY HOME EQUITY PLAN AND MORTGAGE

This AGREEMENT TO MODIFY (the "Agreement"), dated as of August 2<sup>nd</sup>, 1999, is entered into by & between METRO FEDERAL CREDIT UNION (the "Lender"), and Fred R. Hanselman and Joan A. Hanselman (the "Borrower").

W I T N E S S E T H:

WHEREAS, the Lender and Borrower entered into a certain Loanliner Home Equity Plan dated August 14<sup>th</sup>, 1996 (the "Plan"), and a certain Mortgage dated August 14<sup>th</sup>, 1996, (the "Mortgage"), which was recorded August 22, 1996 as Document No. 96-643346, and, which encumbers the property legally described as follows:

LOT 2 IN FERNDALE HEIGHTS UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P I N # 02 11 201 007

and

WHEREAS, The Lender and Borrower desire to amend certain provisions of the Plan and Mortgage in order to reflect an increase in the amount of funds to be advanced, a modification in the monthly payment due, and the maturity date, pursuant to the Fixed Rate Home Equity Plan. Otherwise, all other terms and conditions thereof shall be hereby unchanged.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and Agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Modification to the Plan. The terms of the promissory note and monthly payment amount due referred to in the Note and Mortgage dated August 14<sup>th</sup>, 1996, are hereby modified as follows. The payment due monthly is hereby decreased to \$309.48 from \$310.61. The maturity date under which all indebtedness is due is hereby amended to the 31<sup>st</sup> day of July, 2004.

2. Modification to Mortgage. The "total outstanding principal balance owing at any one time under the Credit Agreement" referred to in the Mortgage is hereby unchanged at \$15,000.00.

BOX 158 3

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3. Reaffirmation of Covenants and Warranties. The Borrower, by execution of this Agreement hereby reaffirms, gratifies and remakes the covenants, warranties and representations contained in the Plan and Mortgage. Further, the Borrower represents and warrants to the Lender that to date no "event of fault" or "breach" has occurred, or is occurring, and the Borrower is not aware of any event which, with the lapse of time, would lead to the occurrence of such event of default or breach

4. Expenses. The Borrower agrees, whether or not any advance is made hereunder, to pay the Lender upon demand for all reasonable fees and expenses, including attorneys fees, incurred by the Lender in connection with the enforcement of the Borrower's obligations hereunder or under the Plan and/or Mortgage. The Borrower also agrees to indemnify and hold the Lender harmless from any loss or expense which may arise or be created by the acceptance of this Agreement, including costs for preparation and recording.

5. Amendments. No amendment or waiver of any provision of this Agreement, the Mortgage, the Plan, or any other document relating to the underlying loan shall be effective unless the same shall be in writing and signed by Borrower and Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6. Waiver of Claims. Borrower represents to the Lender that to date it has no defenses, set offs, claims or counter-claims of any kind or nature against the Lender in connection with the Plan and/or Mortgage, or this Agreement, or any amendments to said documents or any action taken or not taken by the Lender by respect thereto or with respect to the property described on Exhibit "A" attached hereto.

7. Disclosures. Borrower hereby acknowledges receipt of all applicable disclosure statements and explanations concerning this change in terms of the Plan and Mortgage, as Change in Terms is defined in Paragraph 14 of the Plan. Borrower further understands this document will be placed for recording in the office of the Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

METRO FEDERAL CREDIT UNION

BORROWER(S)

By: Salvatore Fragale  
Salvatore Fragale  
Its Vice President

Fred R. Hanselman  
Fred R. Hanselman  
Joan A. Hanselman  
Joan A. Hanselman

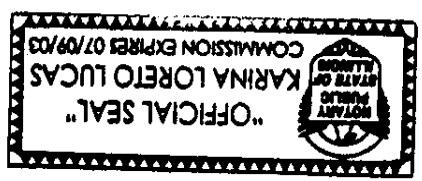
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Salvatore Fragale, personally known to be the Vice President of METRO FEDERAL CREDIT UNION, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Vice President he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of METRO FEDERAL CREDIT UNION, for the uses and purposes set forth herein.

Given under my hand and this official seal this 2<sup>nd</sup> day of August, 1999.

Karina Loreto Lucas  
Notary Public



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Fred R. Hanselman and Joan A. Hanselman, are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such, they signed and delivered the said instrument as their free and voluntary act, and for the uses and purposes therein set forth.

Given under my hand and this official seal this 2<sup>nd</sup> day of August, 1999.

Karina Loreto Lucas  
Notary Public



This document prepared by, and after recording shall be mailed to:

METRO FEDERAL CREDIT UNION  
260 N. Evergreen Ave.  
Arlington Heights, IL 60004

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