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1998-09-24 09:55:59  
Cook County Recorder 31.50



DEPT-01 RECORDING \$33.50  
T#0011 TRAN 1647 04/20/99 10:04:00  
#7097 = TB \* -99-376361  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

Prepared by (and when recorded, return to):  
**Barbara Dinkins**  
The Prudential Bank  
P.O. Box 817  
Doylestown, PA 18901  
Attention: Home Equity

RE-RECORDED  
HOME EQUITY LINE OF CREDIT  
MODIFICATION AGREEMENT  
(Increase in Credit Limit)

Date: August 17, 1998

LOAN NUMBER: 518739  
Acct. No.: 5326208113

BORROWER'S NAME(S):

Edward P. Abelseth and Cristina M. Gonzalez, husband and wife as tenants by the entirety, who reside(s) at 16 Eton Court, South Barrington, IL 60010

PROPERTY ADDRESS:

16 Eton Ct.  
South Barrington, IL 60010

PIN# 02-30-204-011-1000 VOL 150

Unless the context indicates otherwise, the following words and terms are used in this Modification Agreement and defined as follows:

- "I," "me," "my," "us," "mine," and "our" mean the undersigned Borrower(s). The "Borrower" referred to herein may be an original maker of the HELOCA, the mortgagor or grantor under the Security Instrument, or any person obligated thereon by endorsement, assumption of the debt, or otherwise; but in no event will the term be construed to include anyone but the party or parties named herein.
- "You," "your," and "yours" mean The Prudential Savings Bank, F.S.B., One Ravinia Drive, Suite 1000,

This instrument is being re-recorded to include the first modification data on the second page of this instrument.

SYED  
R. J.  
R. W.  
M. YED

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2018-00

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UNITED STATES OF AMERICA  
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Atlanta, GA 30346-2103, ("the Lender").

- "Home Equity Line of Credit Agreement" or HELOCA refers to the promissory note, account agreement or other loan agreement executed by Borrower(s) to establish the home equity line of credit described above, regardless of the actual title of such agreement, and whether originally made and delivered to Lender, or assigned and/or endorsed to Lender.
- Security Instrument refers to the mortgage, deed of trust, deed to secure debt, loan deed or other instrument given by the undersigned Borrower(s) to secure the HELOCA of the same date and covering the Property described in the Security Instrument and located at the address shown above, whether originally made and delivered to Lender as mortgagee, or made and delivered to some other mortgagee and purchased by Lender and now owned by Lender by virtue of an assignment to it.

**BACKGROUND:**

- A. I have previously executed in favor of you that certain Security Instrument dated March 20, 1996 and recorded on March 26, 1996 in the amount of \$25,000.00 in Book \_\_\_\_\_, Page \_\_\_\_\_, Instrument Number 96229712 of the County Records of Cook, State of IL.
- B. The first modification to the above HELOCA was recorded September 29, 1997, in Book \_\_\_\_\_, Page \_\_\_\_\_, Instrument Number 97721083, increasing the line to \$50,000.
- C. The Security Instrument secures my indebtedness as evidenced by the HELOCA. The new indebtedness secured by this loan is \$60,200.00.
- D. As of July 14, 1998, I currently owe you the unpaid principal balance of \$49,122.92 in the above loan, and you have granted my request to modify certain terms of the HELOCA and/or Security Instrument as stated below.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by execution of this Modification Agreement, the Lender and Borrower agree as follows:

1. **Credit Limit.**

I certify that the Credit Limit on this transaction has been increased by \$10,200.00 modifying the Credit Limit from \$50,000.00 to \$60,200.00.

2. **Fee and Other Charges.**

I understand and agree that I must pay the following fees and other charges in order to increase my Credit Limit and otherwise make the modifications to the terms and conditions of my HELOCA and Security Instrument specified in this Modification Agreement:

| <u>Description</u>                     | <u>Amount</u> |
|--|---------------|
| Origination Fee/Modification Fee ..... | \$0.00        |
| Appraisal Fee .....                    | \$0.00        |
| Attorney's Fee .....                   | \$0.00        |
| Title Examination .....                | \$0.00        |
| Title Insurance .....                  | \$0.00        |
| Recording Fees .....                   | \$0.00        |
| City/County Tax/Stamps .....           | \$0.00        |
| State Tax/Stamps .....                 | \$0.00        |
| Express Mail Fees .....                | \$0.00        |
| Other: .....                           | \$0.00        |

These costs and expenses, if any, will be charged to my Account at the time you accept this Modification Agreement.

3. **Effective Date.**

Once I sign this Modification Agreement, you accept it in Georgia, any applicable rescission period expires,

and this Modification Agreement is recorded, this Modification Agreement will become fully effective between you and me. I understand and agree that this Modification Agreement will not become effective until you or your officers, employees or agents accept it, which will be evidenced by the execution by you of the acceptance set forth below. I also understand that you will not accept this Modification Agreement until all approval conditions are satisfied, including but not limited to the proper execution and delivery of the loan documentation. Your failure to notify me of acceptance or furnish me with an executed copy of your acceptance will not affect the validity of this Modification Agreement.

**IMPORTANT: IF THE CONDITIONS SHOWN ABOVE HAVE NOT BEEN SATISFIED WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF THIS MODIFICATION AGREEMENT, THE OFFER TO INCREASE YOUR CREDIT LIMIT WILL BE VOID.**

4. Miscellaneous.

- (a) Unless otherwise defined in this Modification Agreement, all capitalized terms will have the same meaning as given in the HELOCA and/or Security Instrument.
- (b) I represent and warrant to you that I have no counterclaims, set-offs or defenses to your rights under the HELOCA, the Security Instrument or any other document executed in connection therewith.
- (c) Nothing in this Modification Agreement will be construed to be a satisfaction or release in whole or in part of the HELOCA or the Security Instrument securing it.
- (d) Except as specifically provided in this Modification Agreement, the HELOCA and the Security Instrument will remain unchanged, and you and I will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification Agreement.
- (e) To the extent permitted by law, the parties hereto agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Modification Agreement.
- (f) Words of any gender used in this Modification Agreement will be held and construed to include any other gender, and words in the singular will be held and construed to include the plural, unless this Modification Agreement or the context otherwise requires.
- (g) I acknowledge that I have received and read this Modification Agreement and agree to the terms and conditions included in this Modification Agreement and accept this increase in my Credit Limit.
- (h) I confirm that everyone who has an ownership interest in the mortgaged property and uses it as a principal residence has received two (2) copies of the Notice of Right to Cancel, as well as one copy of the home equity account agreement containing the initial Truth-in-Lending disclosures. Further, I understand that any such person may cancel this increase in my Credit Limit.

(continued on next page)

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This Modification Agreement is given, executed, and delivered by the undersigned on the date shown above. Please sign and return this Modification Agreement. All parties to the Home Equity Line of Credit Account and Security Instrument must sign.

Signature X Edward P. Abelseh (Seal)  
Borrower's Name: Edward P. Abelseh

Signature X Cristina M. Gonzalez (Seal)  
Borrower's Name: Cristina M. Gonzalez

**AGREED TO:**

The Prudential Savings Bank, F.S.B.

By: Willem Nieuwkerk  
WILLEM NIEUWKERK

Its: authorized Agent

(Acknowledgments Are To Be Attached On Subsequent Pages.)

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ACKNOWLEDGEMENT

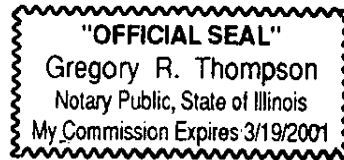
STATE OF ILLINOIS )
)
COUNTY OF COOK ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Edward P. Abelseth and Cristina M. Gonzalez personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 17th day of AUGUST, 1998.

ATTEST:

[Signature]
NOTARY PUBLIC



My commission expires: 3/19/2001

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA )
)
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as authorized Agent of The Prudential Savings Bank, F.S.B..

Seal (if any)

(Signature of notarial officer)

Title (and Rank)
My commission expires \_\_\_\_\_

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Exhibit "A"

Legal Description:

LEGAL DESCRIPTION:

ALL THAT CERTAIN PROPERTY SITUATED IN  
IN THE COUNTY OF COOK, AND STATE OF ILLINOIS  
AND BEING DESCRIBED IN A DEED DATED 07/06/92  
AND RECORDED 07/08/92, AMONG THE LAND RECORDS OF THE COUNTY  
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:  
DOCUMENT 92497613

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK,  
IN THE STATE OF ILLINOIS, TO-WIT:

LOT 24 IN BRANIGAR'S WINDMEIS UNIT 2 OF THAT PART OF THE WEST 1/2  
OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10  
EAST OF THE 3RD PRINCIPAL MERIDIAN LYING NORTH OF A LINE DRAWN  
FROM A POINT IN THE WEST LINE OF THE WEST 1/2 OF SAID NORTHEAST  
1/4 987 FEET NORTH OF THE NORTHERLY LINE OF ALGONQUIN ROAD  
(AS MEASURED ALONG SAID WEST LINE) TO A POINT BEING 1495 FEET  
NORTH OF THE SOUTH LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4  
(AS MEASURED ALONG SAID EAST LINE) ACCORDING TO THE PLAT THEREOF  
RECORDED 3-25-66 AS DOCUMENT 19778044 ALL IN COOK COUNTY, ILLINOIS.



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