

Account # 4800000188



Associated Bank

EQUITY LOAN PLAN ACCOUNT
MODIFICATION AGREEMENT



0010115251

THIS AGREEMENT is made by and between you, RIPHOT GARCIA AND
VIRGINIA M. GARCIA, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS
IN COMMON, BUT AS TENANTS BY THE ENTIRETY.

(name), and us, Associated Bank, for the purpose described below.

Recitals

A. You established a Home Equity Line Plus, Equity Management Account, or Equity Loan Plan with us on September 7th, 2000.

Your Account is evidenced in part by the following documents which are signed on that date: (1) a Home Equity Line Plus ("H.E.L.P.") Account Agreement, an Equity Management Account Agreement, or Equity Loan Plan Account Agreement which will be called your "Account Agreement" for purposes of this Modification Agreement; (2) a Mortgage Note, and (3) a Real Estate Mortgage.

B. Your Account Agreement specifies a credit limit of \$ 22,000.00, which is also the amount of the Mortgage Note and Mortgage. You have requested us to increase your credit limit, and we have approved an increase of \$ 22,000.00.

C. This Modification Agreement affects the land described more fully in the Real Estate Mortgage, which was recorded in the Office of the Register of Deeds for Cook County on October 6th, 2000, in Reel/Vol. No. , Image/Page No. 0, as Document No. 00785516. Property Description: See Attached Page Tax Key# 13-20-306-023

Agreement

You and we therefore mutually agree as follows:

1. Your Account Agreement is modified to provide for a credit limit of \$ 50,000.00 (your new credit limit), and the amount of your Mortgage Note is increased to an amount equal to your new credit limit.
2. ~~The principal amount referenced in the opening paragraph of your Real Estate Mortgage~~ is increased to an amount equal to your new credit limit. It is your and our intention also that the reference in paragraph 4 of the Real Estate Mortgage to the sum specified in the opening paragraph of the Mortgage (that the principal sum secured by the Mortgage at any time will not exceed that amount) now means the new amount, as increased by this Agreement.
3. All other terms and conditions of the Account Agreement, Mortgage Note and Real Estate Mortgage remain the same and are not affected by this Agreement.
4. Notwithstanding the foregoing, you will not make and we will not be obligated to honor any purchases or cash advances in excess of your old credit limit until any rescission period applicable to this increase in your credit limit has expired and we are reasonable satisfied that no person with the right to rescind this credit limit increase has done so.

After recording, return to: **Associated Bank**
1305 Main Street, P.O. Box 208
Stevens Point, WI 54481

5/11
P3
5-
M-ly
JHC

\$47.50

UNOFFICIAL COPY

Each person who has signed below acknowledges receiving an exact copy of this Agreement with all blanks filled in.

The undersigned acknowledges receipt of an exact and completed copy of this Mortgage.

Signed and Sealed this 10th day of November, 2000.

Signatures of RIPHOT GARCIA and VIRGINIA GARCIA with (Seal) markings.

Alias lines for the signatories.

Additional signature lines with (Seal) markings.

This instrument was drafted by SCHNOCK, GERI. After recording, return to: Associated Bank, 1305 Main St., P.O. Box 226, Stevens Point, WI 54481. *Type or print name signed above.

STATE OF ILLINOIS)
)
)SS.)
County.)

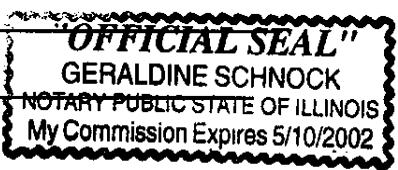
I the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT RIPHOT GARCIA AND VIRGINIA M. GARCIA, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY.

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act for the uses and purpose therein, set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 10th day of November, 2000.

Signature of Notary Public Geraldine Schnock.

Commission Expires: 5-10-2002



UNOFFICIAL COPY

Property Address: 6144 W. Cornilia, Chicago, IL 60634

Legal Description:

Lot 370 in Albert J Schorsch Irving Park Blvd Gardens, 10th Addition, being a subdivision in the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 40 North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois.

Tax Key:

13-20-306-023

Property of Cook County Clerk's Office