Submitted for Recordation By and Return

**Bank of America** 

N.C.C.L.S. #5768, COLLATERAL SVCS. P.O. Box 2190 RANCHO CORDOVA, CA 95741

Loan #: 02500300863227010

47.00

Reference #:

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Line for Recorder's Use

2000-03-22 12:36:41

Cook County Recorder

#### **MODIFICATION OF MORTGAGE - MODIFICATION AGREEMENT CREDIT LIMIT INCREASE**

This MODIFICATION AGREEMENT is entered into as of MARCH 10, 2000, by and between: BOBBY LEE DODD AND RITA M. DODD

(collectively and individually 'Mortgagor"); and BANK OF AMERICA Successor by assignment from First Nationwide Bank, A Federal Savings Bank by instrument recorded OCTOBER 21, 1996 as document no. 96-798600. ("Bank"), with reference to the following facts:

BOBBY LEE DODD AND RITA M. SCOD (collectively and individually "Borrower") executed an ACCOUNT Agreement and Disclosure Statement ("Agreemer,c") dated MARCH 17, 1993, with an original credit limit of \$14,000.00. Borrower's prompt and due performance under the terms of the Agreement is secured by a mortgage ("Mortgage") dated MARCH 17, 1993, which Mortgage was recorded on MARCH 30, 1993, as Document No. 93-234078 Official Records of the County Recorder of COOK County, State of ILLINOIS, and which Mortgage encumbers real property commonly known as

3911 WEST 61st STREET, CHICAGO, ILLINOIS 60629

and more particularly described as follows: ("Property"):

LOTS 3 AND 4 IN BLOCK 2 IN JOHN F. EBERHART'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, 750/Fice ILLINOIS.

BUA 333-LT

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II.

Borrower has asked Bank to increase the credit limit under the Agreement from \$14,000.00 to \$50,000.00, and to secure said additional advance and Agreement, as so revised, by this Modification Agreement Borrower and Bank have amended certain provisions of the Agreement to reflect said increased credit limit and now wish to modify the Mortgage to reflect this event.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Bank hereby modify and amend the Mortgage as follows:

1.

As of the date hereof, the second paragraph of the Mortgage is revised to reflect the fact that the Agreement is revised to provide for a Total Credit Commitment of \$50,000.00, and the Mortgage secures to Bank, in addition to the obligations set forth therein, the full repayment of the debt evidenced by the Agreement, as revised to reflect the increased credit limit, together with interest and all applicable fees as calculated under the Agreement.

When there is a reference in the Mortgage to Total Credit Commitment, it shall refer to the Total Credit Commitment as modified and amended above. In all other respects expect as modified above, the Mortgage remains unmodified and in full force and effect.

This Modification Agreement, shall be deemed to be made under and subject to the laws of the State where the Property is located. Except as berein modified, it is expressly agreed that all of the terms and provisions of the Mortgage shall remain in full force and effect.

# REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGE OR DEED OF TRUST

Mortgagor and Bank request the holder of any nortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Bank at Pank's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any serie or other foreclosure action.

default under the superior encumbrance and or any Gale or other foreclosure action.
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.
Bobby Lee Dodd 3/15/00 Marin & Slence BOBBY LEE PODD Date MARILYN & GLENORE, AUTHORIZED OFFICER
Pita M. Drdd 3/15/00
RITA M. DODD / Date Date
STATE OF ILLINOIS )
COUNTY OF OR SS.
I,, a Notary Public in and for said county and state, do hereby certify that BOBBY LEE DODD & RITA DODD personally known to me to be the same pe son(s) whose name(s)
in person, and acknowledged thathere in set forth.
Given under my hand and official seal, this
My Commission Expires:    Yattua a Bhall   Notary Public   Public   Notary Pub
This instrument prepared by:

This instrument prepared by:
Marilyn Glenore
Bank of America National
Trust and Savings Association
275 S. Valencia Avenue
Brea, CA 92821
(800) 845-4887

PATRICIA A. OHDE
Notary Public, State of Illinois
My Commission Expires 4/18/2003

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Cot County Clert's Office

STATE OF CALIFORNIA )
COUNTY OF ORALGE )SS

On O3-10-200 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared MARICAL L. GUENDRE , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

G. B. SORIANO
Commission # 1242059
Notary Public - California
Orange County
My Comm. Exples Nov 18, 2003

### **UNOFFICIAL COPY**

G. B. SORIANG
Commission # 1242059
Note to P. Selic - California
Commission # 1242059
Commiss

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