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Chase Manhattan Bank USA, N.A.

ILLINOIS
MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND MORTGAGE



R# 000 260934020

This Modification Agreement (the "Agreement") is made between
Chase Manhattan Bank USA, N.A. and _____
DEBORAH A CARLEY and KING R CARLEY

In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean _____
Chase Manhattan Bank USA, N.A.

WHEREAS, you have entered into a Chase Manhattan Bank USA, N.A.
Home Equity Line of Credit Agreement and Disclosure Statement (the "Line of Credit Agreement")
with us dated 03/31/95, which is secured by a Mortgage of the same date recorded among
the Land Records of COOK County, Illinois in Book 9522,
Page 0075 (the "Security Instrument"), covering real property located at _____
8327 W 105 ST, PALOS HILLS, IL 60465-1866
_____ (the "Property"), which Line of Credit Agreement
and Security Instrument may have been amended (collectively, the "Loan Documents"); and

WHEREAS, you desire that we increase your credit limit under the Loan Documents;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement,
you agree with us as follows:

A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of MARCH 1, 2000 (the "Effective Date"),
your Credit Limit under the Line of Credit Agreement is increased to \$ 85,000.00

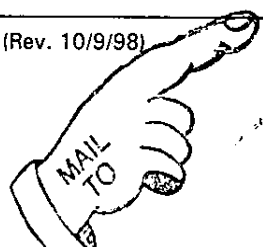
B. MODIFICATION OF SECURITY INSTRUMENT

As of the Effective Date, the Security Instrument is modified to increase the principal sum
that may be secured from \$ 35,000.00 to \$ 85,000.00. Except as to the increase in the
principal sum secured, this Agreement shall not affect our security interest in, or lien priority
on, the Property. This Agreement shall not be construed to be a satisfaction, novation or
partial or total release of the Line of Credit Agreement or the Security Instrument.

C. OTHER TERMS

Except as amended by this Agreement, all terms and conditions of the Loan Documents
shall remain in full force and effect.

P.I.N. 23-14-203-001, 23-14-203-002
This document was prepared by and, after recording, should be returned to :
Chase Manhattan Bank USA, N.A., Chase Manhattan Home Equity Services,
One Chase Square, MC-4, Rochester, New York 14643



We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

D. MISCELLANEOUS

In the event of any conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

Deborah Carley (SEAL) 2-26-00
(Borrower) DEORAH CARLEY (Date)

King Carley (SEAL) 2-26-00
(Borrower) KING CARLEY (Date)

____ (SEAL) _____
(Borrower) (Date)

____ (SEAL) _____
(Borrower) (Date)

[If Borrower is a Trust]

Trust No. _____ of _____

By: _____ (SEAL) Date: _____
Name:
Title:

Accepted by:
Chase Manhattan Bank USA, N.A.

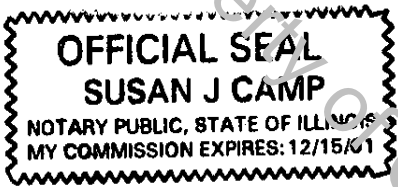
By: James J. Bowen (SEAL) Date: 3/2/2000
Name: James J. Bowen
Title: Assistant Vice President

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) to wit:
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that DEORAH CARLEY and KING CARLEY

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 and delivered the instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth



Susan J. Camp (SEAL)
Notary Public

My commission expires: 12-15-01

[If Borrower is a Trust]

STATE OF ILLINOIS)
) to wit:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, _____ by _____, the _____ of _____, an Illinois corporation, on behalf of the said corporation, in its capacity as Trustee.

Notary Public (SEAL)

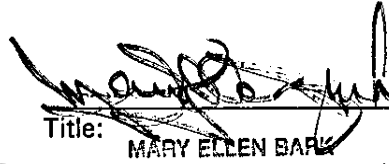
My commission expires: _____

✓

ACKNOWLEDGMENT

STATE OF NEW YORK)
) to wit:
COUNTY OF MONROE)

On this 2nd day of March, 2000, before me,
Mary Ellen Bark, the undersigned officer, personally
appeared James J. Bowen, who acknowledged
himself/herself to be the Assistant Vice President of
Chase Manhattan Bank USA, N.A., a national banking association, and
that he/she, as such, Assistant Vice President, being authorized so to do, executed
the foregoing Modification Agreement for the purposes therein contained by signing the name of the
said corporation by himself/herself as Assistant Vice President.

 (SEAL)
Title: MARY ELLEN BARK

NOTARY PUBLIC, State of New York
Monroe County Reg. No. 01BA4862226

My commission/term of office expires on: My Commission Expires June 10, 2000

Notary Public of Cook County Clerk's Office

MORTGAGE/DEED OF TRUST INFORMATION

Document Type:	Mortgage	Execution Date:	04/22/1993
Document No.:	93349817	Recorded Date:	05/07/1993
Loan Amount:	\$65,000.00	Maturity Date:	05/01/2008
Grantor:	King R. Carley and Deborah a. Carley, husband and wife		
Beneficiary:	Pacor Mortgage Corporation		
Open End:	No		
Assigned To:	Chemical Mortgage Company, an Ohio Corporation	Execution Date:	12/16/1997
Document No.:	9804852	Recorded Date:	01/05/1998
Comments:	The above Assignment corrects Assignment dated 5/16/97 filed 8/20/97 in Document No. 97611148. (Copy Enclosed)		
Document Type:	Illinois Home Equity Line of Credit Mortgage	Execution Date:	03/29/1995
Document No.:	95220075	Recorded Date:	03/31/1995
Loan Amount:	\$35,000.00	Maturity Date:	None given
Grantor:	Deborah Carley and King Carley, wife and husband		
Beneficiary:	Chase Manhattan Mortgage Corporation		
Open End:			

1ST

CLINE.

LEGAL DESCRIPTION

LOTS 382 AND 383 IN FRANK DELUGACH'S "WOODED HILLS", BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH EAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.