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2002-12-04 08:51:10

Cook County Recorder

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WHEN RECORDED MAIL TO:

Bank One, N.A. Retail Loan
Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



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2468494+5

0014511176778

WALTON, GORDON
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

DIANE M HAYDOCK, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511176778

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 26, 2002 is made and executed between GORDON R WALTON and ANNE M WALTON, whose addresses are 3918 N SOUTHPORT AVE, CHICAGO, IL 60613 and 3918 N SOUTHPORT AVE, CHICAGO, IL 60613 (referred to below as "Borrower"), GORDON R WALTON, whose address is 3918 N SOUTHPORT AVE, CHICAGO, IL 60613 and ANNE M WALTON, whose address is 3918 N SOUTHPORT AVE, CHICAGO, IL 60613; HUSBAND AND WIFE-TENANTS BY THE ENTIRETY (referred to below as "Grantor"), and BANK ONE, NA (OHIO) (referred to below as "Lender").

RECITALS

Lender has extended credit to Borrower pursuant to a Bank One Home Equity Line of Credit Agreement and Disclosure Statement dated April 21, 2001, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 21, 2001 and recorded on May 14, 2001 in DOC# 0010401971 in the office of the County Clerk of COOK, Illinois (the "Mortgage").

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

Tax ID : 14-20-102-047-1005

UNIT NO. 1 SOUTH IN 3918 N. SOUTHPORT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 52.00 FEET OF LOT 13 IN LAKE VIEW

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Loan No: 414511176778

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HIGH SCHOOL SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED 12-1-97 AS DOCUMENT NO. 97894500, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION.

The Real Property or its address is commonly known as 3918 N SOUTHPORT AVE, CHICAGO, IL 60613. The Real Property tax identification number is 14-20-102-047-1005.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$130,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$130,000.00** at any one time.


CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION FEE. Borrower agrees to pay Lender a Modification Fee of \$75. This fee will be billed to the Borrower's account, will be reflected on Borrower's next periodic statement after the date of this Modification Agreement and will be due as part of the next monthly payment. If Borrower has signed up for ACH automatic payment deduction, this fee will be included in the next scheduled ACH transaction after the date of this Modification Agreement.

BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED OCTOBER 26, 2002.

BORROWER:

X 
GORDON R WALTON, Individually

X 
ANNE M WALTON, Individually

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(Continued)

GRANTOR:

X *Gordon R Walton*
GORDON R WALTON, Individually

X *Anne M Walton*
ANNE M WALTON, Individually

LENDER:

X *Thomas Jarecki*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared **GORDON R WALTON**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

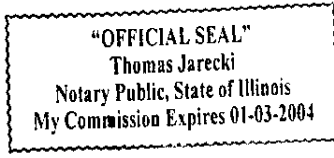
Given under my hand and official seal this 26th day of October, 2002.

By *Thomas Jarecki*

Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 1/3/04



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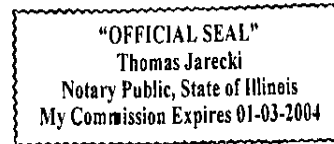
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **ANNE M WALTON**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of October, 2002.

By Thomas Jarecki Residing at Chicago, IL
Notary Public in and for the State of Illinois
My commission expires 1/3/04



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INDIVIDUAL ACKNOWLEDGMENT

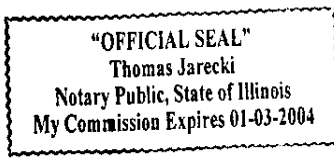
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **GORDON R WALTON**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of October, 2002.

By Thomas Jarecki Residing at Chicago, IL
Notary Public in and for the State of Illinois

My commission expires 1/3/04



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

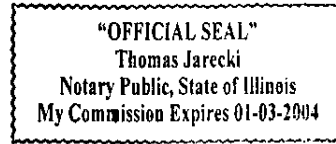
On this day before me, the undersigned Notary Public, personally appeared **ANNE M WALTON**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of October, 2002.

By Thomas Jarecki Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 1/3/04



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
COUNTY OF Cook)

On this 26~~th~~ day of October, 2002 before me, the undersigned Notary Public, personally appeared THOMAS JARECKI and known to me to be the RB, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By Lori Weglarek Residing at 3335 N. Ashland
Notary Public in and for the State of Illinois
My commission expires 7/28/05



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