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2003-02-03 11:55:51

Cook County Recorder 32.50



WHEN RECORDED MAIL TO:

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



MAIL

2921727+2

00414511296730

KHAN, AKBER  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

KATHLEEN L WILLIAMS, PROCESSOR  
P.O. Box 2071  
Milwaukee, WI 53201-2071

414511296730

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 21, 2003 is made and executed between AKBER ALI KHAN and NASERA A KHAN, whose addresses are 17 ASCOT LN, STREAMWOOD, IL 60107 and 17 ASCOT LN, STREAMWOOD, IL 60107 (referred to below as "Borrower"), AKBER ALI KHAN, whose address is 17 ASCOT LN, STREAMWOOD, IL 60107 and NASERA A KHAN, whose address is 17 ASCOT LN, STREAMWOOD, IL 60107; 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 May 7, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated May 7, 2002 and recorded on June 11, 2002 in DOC #0020652512 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 : 06 15 405 008 0000

LOT 80 IN SURREY WOODS, UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1985, AS DOCUMENT NO. 85330524, IN

BATCH

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## MODIFICATION AGREEMENT

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(Continued)

COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 17 ASCOT LN, STREAMWOOD, IL 60107.  
The Real Property tax identification number is 06 15 405 008 0000.

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

As of **January 21, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **2%**.

**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 JANUARY 21, 2003.**

**BORROWER:**

x Akber Ali Khan  
AKBER ALI KHAN, Individually

x Nasera A. Khan  
NASERA A KHAN, Individually

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## MODIFICATION AGREEMENT

Loan No: 414511296730

(Continued)

**GRANTOR:**

x Akber Ali Khan  
AKBER ALI KHAN, Individually

x Nasera A. Khan  
NASERA A KHAN, Individually

**LENDER:**

x Carol A. Motivier  
Authorized Signer  
Carol A. Motivier

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Illinois

)  
) SS

COUNTY OF Cook



30156153

On this day before me, the undersigned Notary Public, personally appeared **AKBER ALI KHAN and NASERA A KHAN, HUSBAND AND WIFE TENANTS BY THE ENTIRETY**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21 day of January, 2003.

By Samane Sihabout Residing at Streamwood

Notary Public in and for the State of Illinois

My commission expires April 23, 2005

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## MODIFICATION AGREEMENT

Loan No: 414511296730

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT



STATE OF Illinois )

) SS

COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **AKBER ALI KHAN and NASERA A KHAN, HUSBAND AND WIFE TENANTS BY THE ENTIRETY**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21 day of January, 2003.

By Samane Sihabout

Residing at Streamwood

Notary Public in and for the State of Illinois

My commission expires April 23, 2005

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Notary of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

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(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Cook )



On this 21 day of January, 2003 before me, the undersigned Notary Public, personally appeared at Streamwood Carol Metivier and known to me to be the Carol Metivier, 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 Samane Siabout

Residing at Streamwood

Notary Public in and for the State of Illinois

My commission expires April 23, 2005

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