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2003-01-27 09:30:31

Cook County Recorder 36.50



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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



2901993+3

CECE, JOSEPH

MODIFICATION AGREEMENT

00414511290543

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ZACH MATUS, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

00414511290543

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 27, 2002, is made and executed between JOSEPH M CECE JR and CAROLYN E CECE, whose addresses are 2653 N HADDOW AVE, ARLINGTON HEIGHTS, IL 60004 and 2653 N HADDOW AVE, ARLINGTON HEIGHTS, IL 60004 (referred to below as "Borrower"), JOSEPH M CECE JR, whose address is 2653 N HADDOW AVE, ARLINGTON HEIGHTS, IL 60004 and CAROLYN E CECE, whose address is 2653 N HADDOW AVE, ARLINGTON HEIGHTS, IL 60004; 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 26, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 26, 2002 and recorded on May 15, 2002 in DOC 0020554496 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 # 03-17-118-004

LOT 15 IN PORTER'S RESUBDIVISION OF ECKHARDT'S ARLINGTON ACRES BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HARRY J. ECKHARDT'S SUBDIVISION, BEING A

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MODIFICATION AGREEMENT

Loan No: 00414511290543

(Continued)

SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2653 N HADDOW AVE, ARLINGTON HEIGHTS, IL 60004. The Real Property tax identification number is 03-17-118-004.

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 **\$100,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$100,000.00** at any one time

As of **December 27, 2002** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.


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 DECEMBER 27, 2002.

BORROWER:

X 
JOSEPH M CECE JR, Individually

X 
CAROLYN E CECE, Individually

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(Continued)

GRANTOR:

X Joseph M. Cece Jr.
JOSEPH M CECE JR, Individually

X Carolyn E Cece
CAROLYN E CECE, Individually

LENDER:

X June A. George
Authorized Signer June A. George

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

)
) SS

COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared **JOSEPH M CECE JR**, 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 27th day of December, 2002.

By June A. George
Notary Public in and for the State of Illinois

Residing at Schaumburg, IL

My commission expires 6-29-06



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MODIFICATION AGREEMENT

Loan No: 00414511290543

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **CAROLYN E CECE**, 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 27th day of December, 2002.

By June A. George Residing at Schaumburg, IL
Notary Public in and for the State of Illinois

My commission expires 6-29-06



Property of County Clerk's Office

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MODIFICATION AGREEMENT

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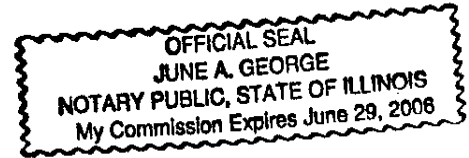
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **JOSEPH M CECE JR**, 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 27th day of December, 2002.

By June A George Residing at Schaumburg, Il
Notary Public in and for the State of Illinois
My commission expires 6-29-06



County Clerk's Office

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MODIFICATION AGREEMENT

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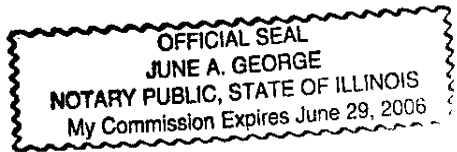
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **CAROLYN E CECE**, 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 27th day of December, 2002.

By June A. George Residing at Schaumburg, IL
Notary Public in and for the State of Illinois
My commission expires 6-29-06



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LENDER ACKNOWLEDGMENT

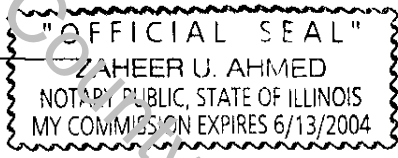
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 27th day of December, 2002 before me, the undersigned Notary Public, personally appeared Jane A George and known to me to be the Officer 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 [Signature] 12-28-02 Residing at 300 E Row St Arlington
HS IL 60004

Notary Public in and for the State of IL

My commission expires _____



Clerk's Office