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2003-02-28 08:21:30
Cook County Recorder 32.50

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



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WHEN RECORDED MAIL TO:
Bank One, N.A.
100 East Broad Street
Columbus, OH 43271



2964855+2 00414511311127

FOR RECORDER'S USE ONLY

ROSETH, KAREN
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

DAVID T. HORSCHAK, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511311127

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated February 10, 2003, is made and executed between KAREN ROSETH, whose address is 1440 N STATE PARKWAY APT 11A, CHICAGO, IL 60610 (referred to below as "Borrower"), KAREN ROSETH, whose address is 1440 N STATE PARKWAY APT 11A, CHICAGO, IL 60610; A SINGLE PERSON (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 July 1, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated July 1, 2002 and recorded on July 22, 2002 in DOC #0020798362 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 : 17-04-211-033-1009

UNIT 11A, IN THE BROWNSTONE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED 10/14/1976, AS DOCUMENT 23673505, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST

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MODIFICATION AGREEMENT

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Loan No: 414511311127

(Continued)

IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1440 N STATE PARKWAY APT 11A, CHICAGO, IL 60610. The Real Property tax identification number is 17-04-211-033-1009.

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 **February 10, 2003** 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 FEBRUARY 10, 2003.

BORROWER:

x Karen Roseth
KAREN ROSETH, Individually

GRANTOR:

x Karen Roseth
KAREN ROSETH, Individually

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MODIFICATION AGREEMENT

Loan No: 414511311127

(Continued)

LENDER:

x Frances H Davis
Authorized Signer Frances Davis

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

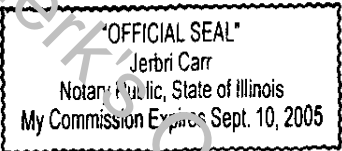
On this day before me, the undersigned Notary Public, personally appeared **KAREN ROSETH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 10th day of February, 20 03.

By Jerri Carr Residing at 1122 N. Clark

Notary Public in and for the State of Illinois

My commission expires 9-10-05



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MODIFICATION AGREEMENT

Loan No: 414511311127

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

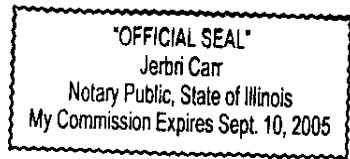
On this day before me, the undersigned Notary Public, personally appeared **KAREN ROSETH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 10th day of February, 2003.

By Jerri Carr Residing at 1122 N. Clark

Notary Public in and for the State of IL

My commission expires 9-10-05



Property of Cook County Clerk's Office

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(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 10th day of February, 2003 before me, the undersigned Notary Public, personally appeared Frances Davis and known to me to be the Bank One, 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 Jerri Carr Residing at 1122 N. Clark

Notary Public in and for the State of Illinois

My commission expires 9-10-05



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