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Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 04/21/2003 09:39 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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



3010406+4

00414511323639

FOR RECORDER'S USE ONLY

BATENIC, KAREN
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

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

414511323639

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 26, 2003, is made and executed between KAREN BATENIC, whose address is 219 JUSTINA ST, HINSDALE, IL 60521 (referred to below as "Borrower"), KAREN BATENIC, whose address is 219 JUSTINA ST, HINSDALE, IL 60521; 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 August 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 August 7, 2002 and recorded on September 18, 2002 in DOC NO 0021022271 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 : 18-06-315-022

LOT 5 IN HINSDALE SANITARIUM'S SUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN BLOCK 10 IN THE SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO BURLINGTON AND QUINCY COMPANY'S RAILROAD RIGHT OF

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Saw
my
J.M.

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Loan No: 414511323639

(Continued)

WAY, (EXCEPT THE NORTH 241.56 FEET OF SAID WEST HALF OF SAID SOUTHWEST QUARTER), ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 30, 1895 AS DOCUMENT 2167764 IN BOOK 62 OF PLATS, PAGE 36, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 219 JUSTINA ST, HINSDALE, IL 60521. The Real Property tax identification number is 18-06-315-022.

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 **\$250,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$250,000.00** at any one time.


As of **March 26, 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 MARCH 26, 2003.

BORROWER:

x 

KAREN BATENIC, Individually

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MODIFICATION AGREEMENT

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(Continued)

GRANTOR:

X Karen Batenic
KAREN BATENIC, Individually

LENDER:

X Merla P. McHenry
Authorized Signer
Merla P McHenry

INDIVIDUAL ACKNOWLEDGMENT

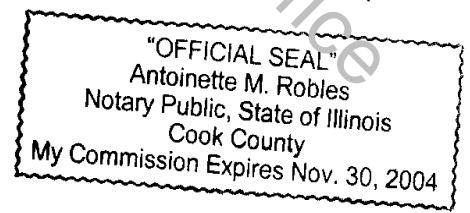
STATE OF IL)
) SS
COUNTY OF DuPage)

On this day before me, the undersigned Notary Public, personally appeared **KAREN BATENIC**, 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 March, 2003.

By [Signature] Residing at Burbank, IL

Notary Public in and for the State of IL
My commission expires 11/30/2004



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MODIFICATION AGREEMENT

Loan No: 414511323639

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INDIVIDUAL ACKNOWLEDGMENT

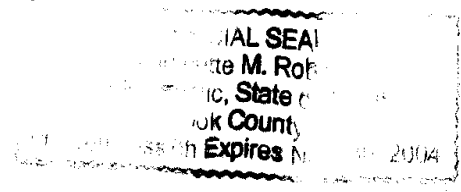
STATE OF IL)
) SS
 COUNTY OF DuPage)

On this day before me, the undersigned Notary Public, personally appeared **KAREN BATENIC**, 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 March, 2003.

By *[Signature]* Residing at Barbank IL
 Notary Public in and for the State of IL

My commission expires 11/30/04



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MODIFICATION AGREEMENT

Loan No: 414511323639

(Continued)

LENDER ACKNOWLEDGMENT

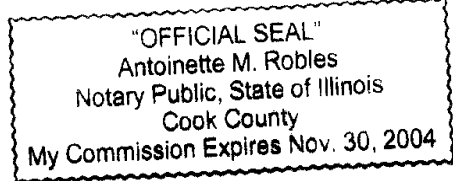
STATE OF IL)
)
 COUNTY OF DuPage) SS
)

On this 26th day of March, 2003 before me, the undersigned Notary Public, personally appeared Marla P. McElroy and known to me to be the Relationship Banker 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] Residing at Burbank, IL

Notary Public in and for the State of IL

My commission expires 11/30/2004



Notary of Cook County Clerk's Office