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Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 06/20/2003 11:14 AM Pg: 1 of 8

WHEN RECORDED MAIL TO:

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



2987148+5

00414511320826

FOR RECORDER'S USE ONLY

KORNICK, MARLENE
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

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

414511320826

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 14, 2003, is made and executed between MARLENE A KORNICK and HAROLD KORNICK, whose addresses are 512 PARK VIEW TER UNIT 303, BUFFALO GROVE, IL 60089 and 512 PARK VIEW TER UNIT 303, BUFFALO GROVE, IL 60089 (referred to below as "Borrower"), MARLENE A KORNICK, whose address is 512 PARK VIEW TER UNIT 303, BUFFALO GROVE, IL 60089 and HAROLD KORNICK, whose address is 512 PARK VIEW TER UNIT 303, BUFFALO GROVE, IL 60089; WIFE AND HUSBAND, AS JOINT TENANTS (referred to below as "Grantor"), and BANK ONE, HA (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 24, 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 24, 2002 and recorded on August 19, 2002 in DOC# 0020907065 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 08 201 045 1014

UNIT 303 IN BUILDING 3 IN THE COVES OF BUFFALO GROVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF A PART OF LOT 1 IN EDWARD SCHWARTZ AND CO.S COVES OF BUFFALO

\$23.50

SY
P-8
S-
MY
JB

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511320826

(Continued)

GROVE, BEING A SUBDIVISION OF THAT PART OF THE NORTH 653.45 FEET OF THE EAST ONE-HALF OF THE NORTHEAST ONE QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 840 FEET THEREOF (EXCEPT THE NORTH 495 FEET OF THE ABOVE TRACT) PURSUANT TO PLAT OF SUBDIVISION RECORDED DECEMBER 22, 1994, AS DOCUMENT NUMBER 04068268 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE COVES OF BUFFALO GROVE CONDOMINIUM MADE BY LASALLE NATIONAL TRUST NA A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 16, 1992, AND KNOWN AS TRUST NUMBER 11755110, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON MARCH 23, 1995 AS DOCUMENT NUMBER 95196587, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM, AS MAY BE AMENDED FROM TIME TO TIME, EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY, AS MAY BE AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 512 PARKVIEW TER UNIT 303, BUFFALO GROVE, IL 60089. The Real Property tax identification number is 03 08 201 045 1014.

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 **\$50,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$50,000.00** at any one time.

As of **April 14, 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 APRIL 14, 2003.

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MODIFICATION AGREEMENT

Loan No: 414511320826

(Continued)

BORROWER:

X Marlene A Kornick
MARLENE A KORNICK, Individually

X Harold Kornick
HAROLD KORNICK, Individually

GRANTOR:

X Marlene A Kornick
MARLENE A KORNICK, Individually

X Harold Kornick
HAROLD KORNICK, Individually

LENDER:

X _____
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511320826

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

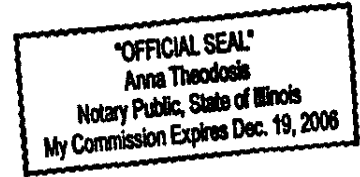
STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **MARLENE A KORNICK**, 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 14th day of April, 2003.

By Anna Theodosia

Residing at MORTON GROVE

Notary Public in and for the State of ILLINOIS

My commission expires Dec 18, 2006

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511320826

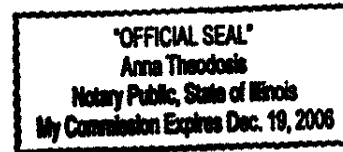
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared **HAROLD KORNICK**, 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 14th day of April, 2003.

By Anna Theodosia Residing at MORTON GROVE

Notary Public in and for the State of ILLINOIS

My commission expires Dec 19, 2006

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511320826

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

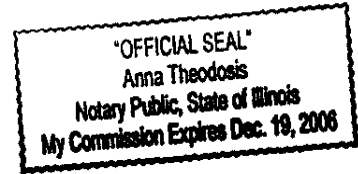
STATE OF ILLINOIS

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **MARLENE A KORNICK**, 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 14th day of April, 2003.

By Anna Theodos

Residing at MORTON GROVE

Notary Public in and for the State of ILLINOIS

My commission expires Dec 19, 2006

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511320826

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

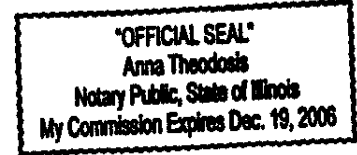
STATE OF ILLINOIS

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **HAROLD KORNICK**, 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 14th day of April, 2003.

By Anna Theodosis

Residing at MORTON GROVE

Notary Public in and for the State of ILLINOIS

My commission expires Dec 19, 2006

Property of Cook County Clerk's Office

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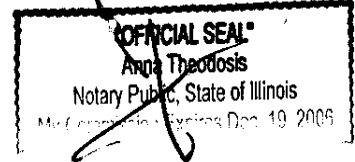
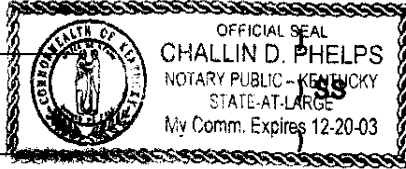
MODIFICATION AGREEMENT

Loan No: 414511320826

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF Jayette



On this 14th day of April, 2003 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____ 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 Challin D Phelps Residing at Jayette
Notary Public in and for the State of Kentucky
My commission expires 12/20/03

Jayette County Clerk's Office