### **UNOFFICIAL COPY**

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THIS INSTRUMENT PREPARED BY:

Jessica Kendall
After recording return to:
Custom Title Solutions
2550 N. Red Hill Avenue
Santa Ana, C. 92705 \52908
800-756-3524 Eyc. 5913



Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 07/08/2003 12:25 PM Pg: 1 of 3

LOAN NUMBER:

845630

ASSESSOR PARCEL NUMBER: 06-3

06-33-406-001

(SFACE ABOVE THIS LINE FOR RECORDER'S USE)

# MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

This Modification Agreement (the "Modification") is made as of 04/09/2003, between David J Smith and Cindy S Smith (the "Borrower(s)") and Countrywi le Home Loans, Inc. ("Countrywide"), and amends and supplements that certain Home Equity Line of Credit Agree ne it and Disclosure Statement, and that certain Mortgage, dated 03/12/2002 and recorded 04/01/2002, in Book Number 2828, at Page Number 110, as Document No. 20365601, in the Official Records of the County of Cook, State of Illinois (the "Security Instrument"), and covering the real property with a commonly known address as: 104°, wEST PARK PLACE DRIVE BARTLETT, IL 60103, and more specifically described as follows:

#### SEE "EXHIBIT A" ATTACHED HERETO AND DICORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- Amendment to Credit Limit: My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$43,800.00.
- Amendment to Margin: The "Margin" used to determine my ANNUAL PERCENTACE RATE is modified to 2.250 percentage points.
- 3. Limited Effect: The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement remain in full force and effect, unaltered by this Modification.
- 4. Effective Date/Limitation on Effect: This Modification when completed, signed and notarized will be effective on the first business day of the next month following receipt by Countrywide Home Loans. This Modification is null and void unless completed, signed notarized and returned to Countrywide Home Loans within thirty (30) days from the above specified date.

IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

David J Smith

Witness

Signature of Witness

03/

Cindy S Smit

Witness b Witness Signature of Witness

Date

Or

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LOAN NUMBER: 846660
Notary Acknowledgement for Borrower(s)  State of
On Opvil 14, 2003, before me, JANIS M. ALLEE, personally Name of Notary Public
appeared Name(s) of Borrower(s)  Name(s) of Borrower(s)
acknowledged to r. that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS MY HAND AND OFFICIAL SEAL
Signature  Signature of Notary Public  Signature of Notary Public, State of Minois  My Commission Expires 11/23/06
PLEASE DO NOT W'ALL'S BELOW - COUNTRYWIDE ONLY
LENDER
COUNTRYWIDE HOME LOANS, INC.
COUNTRYWIDE HOME LOANS, INC.  By: Michael Drawdy, First Vice President  Notary Acknowledgement for Lender  State of California
Notary Acknowledgement for Lender
State of California County of, Ventura
On 22, 2003, before me, Contrywide Home Loan, Inc., A New York Personally appeared Michael Drawdy, First Vice President of Countrywide Home Loan, Inc., A New York Corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.  WITNESS MY HAND AND OFFICIAL SEAL
Signature Signature of Notary Public  OSCAR ACEVES Commission # 1392991 Notary Public - California Ventura County My Comm. Expires Jan 10, 2007

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LOAN # 846660

LOT 64 IN PARK PLACE WEST, A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST 1/4 SECTION 33, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 1977 AS DOCUMENT 24169261, IN COOK COUNTY, ILLINOIS.

PIN # 06-33-406-001

Departs of County Clark's Office