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Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 07/09/2003 08:45 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



2433393+3

00414511183253

FOR RECORDER'S USE ONLY

TAYLOR, ALICE
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

SUE DITTMAR, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511183253

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 21, 2003, is made and executed between ALICE M TAYLOR, whose address is 8136 S CALUMET AVE UNIT 2S, CHICAGO, IL 60619 (referred to below as "Borrower"), ALICE M TAYLOR, whose address is 8136 S CALUMET AVE UNIT 2S, CHICAGO, IL 60619; 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 April 24, 2001, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 24, 2001 and recorded on May 23, 2001 in DOC 0010437032 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 NUMBER: 20 34 116 042 1005

UNIT 2S IN 8134-36 SOUTH CALUMET CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 5 IN BLOCK 14 AND LOT 6 IN BLOCK 14 IN THE SUBDIVISION OF THE SOUTH 3/5 OF BLOCK 14 AND THE SOUTH 4/5 OF BLOCK 23 (EXCEPT THE SOUTH 150 FEET OF THE EAST 170 FEET) IN THE SUBDIVISION OF THE HEIRS OF IRA WEBSTER'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH,

57
P5
M-7
JFK

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511183253

(Continued)

RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT LR3126742; TOGETHER WITH ITS 16 PERCENT PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8136 S CALUMET AVE UNIT 2S, CHICAGO, IL 60619. The Real Property tax identification number is 20 34 116 042 1005.

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 **\$83,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$83,000.00** at any one time.


As of **April 21, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.660%**.

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.

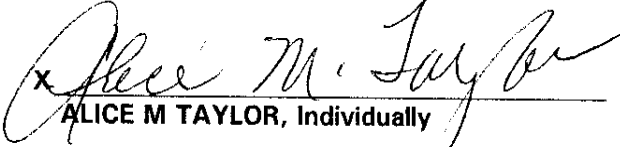
MODIFICATION FEE. Borrower agrees to pay Lender a Modification Fee of \$75. This fee will be billed to the Borrower's account, will be reflected on Borrower's next periodic statement after the date of this Modification Agreement and will be due as part of the next monthly payment. If Borrower has signed 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 21, 2003.

BORROWER:

x 
ALICE M TAYLOR, Individually

GRANTOR:

x 
ALICE M TAYLOR, Individually

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MODIFICATION AGREEMENT

Loan No: 414511183253

(Continued)

LENDER:

X Michelle Tilghman
Authorized Signer

Michelle L. Tilghman
Bank One, NA

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF COOK) SS)

On this day before me, the undersigned Notary Public, personally appeared **ALICE M TAYLOR**, 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.

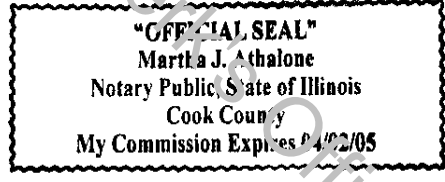
Given under my hand and official seal this 21st day of APRIL, 2003

By Martha J. Athalone

Residing at 6650 S. Stony Island

Notary Public in and for the State of IL

My commission expires 04/02/05



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MODIFICATION AGREEMENT

Loan No: 414511183253

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

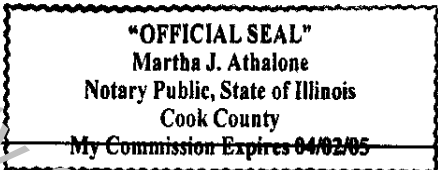
STATE OF IL)
)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **ALICE M TAYLOR**, 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 21st day of APRIL, 20 03.

By Martha J. Athalone Residing at 6650 S Stony Island
 Notary Public in and for the State of IL Chicago, IL 60637

My commission expires 04/02/05



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511183253

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF

IL

)

COUNTY OF

COOK

) SS

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On this _____ day of _____ before me, the undersigned Notary Public, personally appeared Michelle Tilghman 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.

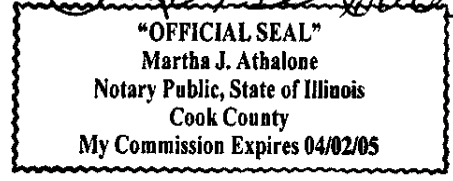
By Martha J. Athalone

Residing at

6650 Hampstead
Chicago, Illinois 60637

Notary Public in and for the State of IL

My commission expires 04/02/05



Cook County Clerk's Office