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Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 07/29/2003 09:39 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:  
Bank One, N.A. Retail Loan  
Servicing KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606



FOR RECORDER'S USE ONLY

1882855+5 00414511046164  
LYNCH, DONALD  
MODIFICATION AGREEMENT

This Modification Agreement prepared by:  
MICHELLE EVANGELISTA, PROCESSOR  
P.O. Box 2071  
Milwaukee, WI 53201-2071

414511046164

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 26, 2003, is made and executed between DONALD C LYNCH and PATRICIA M LYNCH, whose addresses are 6950 S EUCLID AVE, CHICAGO, IL 60649 and 6950 S EUCLID AVE, CHICAGO, IL 60649 (referred to below as "Borrower"), DONALD C LYNCH, whose address is 6950 S EUCLID AVE, CHICAGO, IL 60649 and PATRICIA M LYNCH, whose address is 6950 S EUCLID AVE, CHICAGO, IL 60649; HUSBAND AND WIFE, TENANTS BY THE ENTIRETY (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 **December 2, 1999**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **December 2, 1999** and recorded on **December 20, 1999** in **DOC NO 09179278** 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 #20-24-321-023

ALL THAT CERTAIN TRACT, LOT AND PARCEL OF LAND LYING AND BEING IN THE COUNTY OF COOK AND STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT 11 IN BLOCK 10 IN JACKSON PARK HIGHLANDS, A SUBDIVISION OF THE EAST HALF OF THE

SC  
P  
SU  
ML  
CR

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(Continued)

SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6950 S EUCLID AVE, CHICAGO, IL 60649.  
The Real Property tax identification number is 20-24-321-023.

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 **\$207,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$207,000.00** 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   
DONALD C LYNCH, Individually

X   
PATRICIA M LYNCH, Individually

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Loan No: 414511046164

(Continued)

GRANTOR:

X Donald C Lynch  
DONALD C LYNCH, Individually

X Patricia M Lynch  
PATRICIA M LYNCH, Individually

LENDER:

X Carolyn Klug  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

)  
) SS

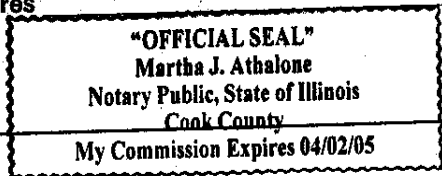
On this day before me, the undersigned Notary Public, personally appeared **DONALD C LYNCH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 26<sup>th</sup> day of MARCH, 2003.

By Martha J Athalone  
Notary Public in and for the State of IL

Residing at 6650 S. Stony Island  
CHgo, IL 60637

My commission expires



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Loan No: 414511046164

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### INDIVIDUAL ACKNOWLEDGMENT

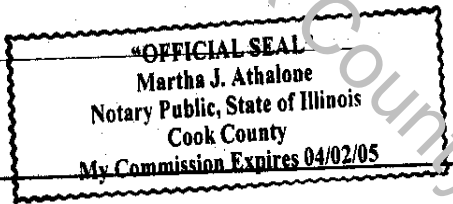
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **PATRICIA M LYNCH**, 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 26<sup>th</sup> day of MARCH, 2003.

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

My commission expires \_\_\_\_\_



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(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

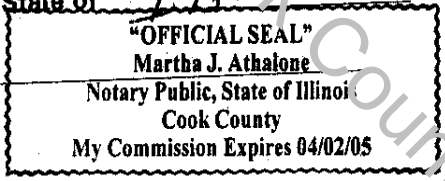
On this day before me, the undersigned Notary Public, personally appeared **DONALD C LYNCH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 26<sup>th</sup> day of MARCH, 2003.

By Martha J. Athalone Residing at 6650 S. Stony Island  
CHgo, IL 60637

Notary Public in and for the State of IL

My commission expires \_\_\_\_\_



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(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

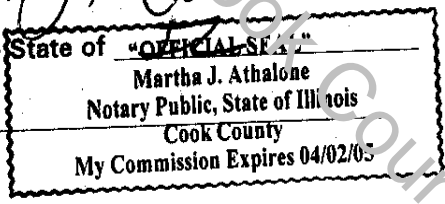
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **PATRICIA M LYNCH**, 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 26<sup>th</sup> day of MARCH, 2003.

By Martha J. Athalone Residing at 6650 S. Stony Island  
CHAS IL 60637

Notary Public in and for the State of ILLINOIS  
 My commission expires \_\_\_\_\_



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(Continued)

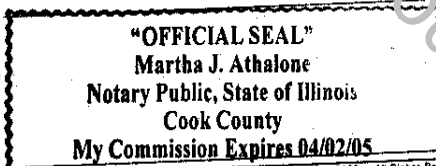
### LENDER ACKNOWLEDGMENT

STATE OF IL. )  
 ) SS  
 COUNTY OF COOK )

On this 26<sup>th</sup> day of MARCH, before me, the undersigned Notary Public, personally appeared Carolyn Flug and known to me to be the Lender, 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 S. Stony Island  
CHgo, IL 60637  
 Notary Public in and for the State of IL.

My commission expires



Cook County Clerk's Office