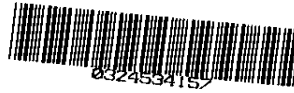


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Doc#: 0324534157
Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 09/02/2003 01:51 PM Pg: 1 of 3

MORTGAGE MODIFICATION AGREEMENT
859147612

Home Equity Line of Credit

This Agreement made this 23rd day of December, 2002 by and between Flagstar Bank, FSB a federally chartered savings bank of 301 W. Michigan Avenue, Jackson, Michigan 49201, (Lender) and Ralph A Eaton, Unmarried (Borrower).

WHEREAS, Borrower is indebted to Lender pursuant to a certain Home Equity Line of Credit Contract (Contract) April 16, 2002 in the original principal amount of Twenty Thousand Dollars (\$20,000.00) and

WHEREAS, said Contract is secured by a real estate mortgage dated April 16, 2002 recorded on May 29, 2002 in Document No.0020601806, Cook County, Illinois (Mortgage/Deed of Trust) encumbering land commonly known as and described as 5038 N Winthrop Ave #1, Chicago, IL 60640 Unit 5038, #1 together with its undivided percentage interest in the common elements in the 5036 North Winthrop Condominium as delineated and defined in the Declaration recorded as Document No. 93870846, in the Southeast Fractional 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridan, in Cook County, Illinois 5038 N Winthrop Ave #1 Parcel No. 14-08-404-033-1007 *See Attached For Full Legal *

WHEREAS, Borrower has requested that Lender modify the terms of the Contract and Mortgage/Deed of Trust.

NOW THEREFORE, in consideration of the premises and for other goods and valuable consideration the receipt of which is hereby acknowledged, Lender and Borrower agree as follows:

1. The maximum line of credit under the Contract and Mortgage/Deed of Trust is increased to Thirty Thousand Dollars (\$30,000.00).
2. Except as specifically provided herein, no provision of this Agreement shall be construed or deemed to amend or affect in any way, the terms and conditions of the Contract, the Mortgage/Deed of Trust or any other document evidencing the transaction between Lender and Borrower.
3. Borrower covenants and agrees that Borrower shall pay the Contract and Mortgage/Deed of Trust as provided therein and that borrower shall comply with all other terms of the instruments evidencing Borrower's transaction with Bank and that Borrower is liable therefore.
4. The interest rate is Prime +.75%

IN WITNESS WHEREOF, the parties have executed this agreement the day and year written above.

WITNESSES

"BORROWER"

X _____
X _____

X Ralph A. Eaton
Ralph A Eaton
X _____

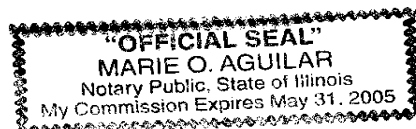
State of Illinois, County of Cook of ss: The foregoing instrument was acknowledged before me this December 23, 2002 by Ralph A Eaton, Unmarried.

X Marie O. Aguilar, Notary Public Cook

Illinois
County, Michigan

Print Name MARIE O. AGUILAR

My Commission expires: May 31, 2005



S N
P 2
S N
m year
fe

UNOFFICIAL COPY

X Thomas Dasovic
Thomas Dasovic

X Lisa P Goff
Lisa P Goff

"LENDER"
Flagstar Bank, FSB

By: Dennis Rodino
Dennis Rodino

Its: **First Vice President**

State of Michigan, County of Oakland ss:

The foregoing instrument was acknowledged before me this 18th day of December, 2002 by Dennis Rodino, Known by me to be the First Vice President of Flagstar Bank, FSB.

LISA P. GOFF
Notary Public, Oakland County, MI
My Commission Expires 05/15/2003

Lisa P. Goff, Notary Public,
Lisa P. Goff, Oakland County, Michigan.
My commission expires: 05-15-03

Drafted by : Lisa P. Goff Flagstar Bank, FSB 5151 Corporate Dr., Troy, MI 48098
Return to:
Karen Sampson, Flagstar Bank, 301 W. Michigan, Jackson, MI 49201

Rev. 08/99

Property of Cook County Clerk's Office

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Property Address: 5038 N. WINTHROP AVE 1
CHICAGO, IL 60640

PIN #: 14-08-404-033-1007

Unit 5038, #1 together with its undivided percentage interest in the common elements in the 5036 North Winthrop Condominium as delineated and defined in the Declaration recorded as Document No. 93870846, in the Southeast Fractional 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office