

# UNOFFICIAL COPY

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Wells Fargo Bank, N. A.  
Attn: Subordination Department  
MAC: P6051-013  
18700 NW Walker Rd #92  
Beaverton, OR 97006-2950



Doc#: 0324835272  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 09/05/2003 02:27 PM Pg: 1 of 3

Loan No. 654-654-1635026-0001 SL

## MODIFICATION OF AGREEMENT

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this Thursday, July 17, 2003 by WELLS FARGO BANK, N.A. ("Lender"), and David S. Joseph ("Borrower"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated March 12, 2002 with a credit limit in the amount of \$90,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated March 12, 2002, for the use and benefit of Lender, which was recorded on April 23, 2002 as DOCUMENT NO. 0020460177 of the official records in the Office of the Recorder of Cook County, State of IL.

As of the date of this agreement, Lender and Borrower acknowledge that the outstanding principal balance under the Credit Agreement and secured by the Security Agreement is \$40,000.00 and that the accrued, unpaid interest under the Credit Agreement and secured by the Security Agreement is \$235.89. Additional interest shall continue to accrue on the outstanding principal balance from the next calendar day following July 17, 2003 at the rate of \$4.93 per diem until paid.

For good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above referenced Credit Agreement from \$65,000.00 to \$30,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way is obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past default or rights under the Credit Agreement, Security Agreement, or any other of the Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit

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Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay all costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

The Agreement is effective as of the date first written above.

BORROWER:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF: \_\_\_\_\_ )SS  
COUNTY OF: \_\_\_\_\_ )

On \_\_\_\_\_ before me the undersigned, a Notary Public in and for said state personally appeared, \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

NOTARY STAMP OR SEAL

\_\_\_\_\_  
Notary Public in and for said County and State

LENDER:

WELLS FARGO BANK, N.A.

BY: Debby Wirstlin  
Debby Wirstlin, Operations Manager

STATE OF: OREGON )SS  
COUNTY OF: WASHINGTON )

On July 17, 2003 before me the undersigned, a Notary Public in and for said state personally appeared, Debby Wirstlin, Operations Manager, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

NOTARY STAMP OR SEAL

Rebecca Drey  
Notary Public in and for said County and State



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## CHICAGO TITLE INSURANCE COMPANY

**ORDER NUMBER:** 1401 008123946 NA  
**STREET ADDRESS:** 1150 N LAKE SHORE DRIVE, UNIT 24B  
**CITY:** CHICAGO **COUNTY:** COOK  
**TAX NUMBER:** 17-03-200-063-1239

**LEGAL DESCRIPTION:**

UNIT NUMBER 24B AS DELINEATED ON SURVEY OF LOT 1 IN M. E. DORMAN'S SUBDIVISION OF LOT 1 EXCEPT THE WEST 50 FEET THEREOF IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 1 OF THE CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ALSO**

SUB-LOT 1 (EXCEPT THAT PORTION THEREOF CONVEYED TO CITY OF CHICAGO FOR ALLEY PURPOSES BY DEEDS RECORDED AS DOCUMENT NOS. 3115419 AND 3293926) IN THE SUBDIVISION OF LOT 29 IN HEAL'S SUBDIVISION OF THE SOUTH 1/2 (EXCEPT THE WEST 132.5 FEET THEREOF) OF BLOCK 1 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 1977 AND KNOWN AS TRUST NUMBER 1150 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24189539 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPT THE UNITS AS DEFINED AND SET FORTH IN THE SAID DECLARATION OF CONDOMINIUM AND SURVEY) IN COOK COUNTY, ILLINOIS.