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Doc#: 0325645131
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 09/15/2003 10:14 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



2812943+5

00414511268013

FOR RECORDER'S USE ONLY

LYNCH, MARY

MODIFICATION AGREEMENT

This Modification Agreement prepared by:

MICHELLE EVANGELISTA, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511268013

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 9, 2003, is made and executed between MARY A LYNCH, whose address is 9635 KEYSTONE AVE, SKOKIE, IL 60076 (referred to below as "Borrower"), MARY A LYNCH, SINGLE, whose address is 9635 KEYSTONE AVE, SKOKIE, IL 60076; A SPINSTER (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 **January 25, 2002**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **January 25, 2002** and recorded on **February 22, 2002** in **DOC 0020212154** 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 #10-10-427-007 & 10-10-427-008

LOTS 35 AND 36 IN BLOCK 1 IN HIGHLANDS CRAWFORD RIDGE TERMINAL SUBDIVISION FOURTH ADDITION BEING A SUBDIVISION OF THE SOUTH 40 RODS OF THE EAST 40 RODS OF THE EAST 40 RODS OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BATCH

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UNOFFICIAL COPY**MODIFICATION AGREEMENT**

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Loan No: 414511268013

(Continued)

The Real Property or its address is commonly known as 9635 KEYSTONE AVE, SKOKIE, IL 60076.
The Real Property tax identification number is 10-10-427-007 & 10-10-427-008.

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 **\$102,100.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$102,100.00** at any one time.

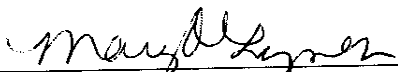
As of **July 9, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.

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 JULY 9, 2003.

BORROWER:

x 

MARY A LYNCH, Individually

GRANTOR:

x 

MARY A LYNCH, Individually

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MODIFICATION AGREEMENT (Continued)

Loan No: 414511268013

LENDER:

x Saad Lubbat
Authorized Signer
SAAD LUBBAT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **MARY A 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 09 day of July, 2003.

By [Signature]

Residing at 400 CENTRAL AVE
MORRISFIELD

Notary Public in and for the State of Illinois

My commission expires 03/04/2007

OFFICIAL SEAL
Eva S. Richter
Notary Public, State of Illinois
Cook County
My Commission Expires March 4, 2007

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MODIFICATION AGREEMENT (Continued)

Loan No: 414511268013

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

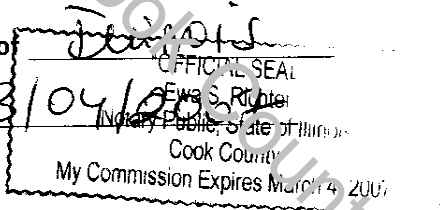
On this day before me, the undersigned Notary Public, personally appeared **MARY A LYNCH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 09 day of July, 2003.

By Jean S. Richter Residing at 400 Cermak

Notary Public in and for the State of Illinois

My commission expires 03/04/2007



Clerk's Office

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MODIFICATION AGREEMENT (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF COOK) SS)

On this 9th day of July, 2003 before me, the undersigned Notary Public, personally appeared SWAD RUBBAT and known to me to be the BANK ONE 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 [Signature] Residing at 400 CENTRAL

Notary Public in and for the State of Illinois
Ewa S. Richter
Notary Public, State of Illinois
Cook County
My Commission Expires Mar 03/04/03

Cook County Clerk's Office