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Doc#: 0327450564
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 10/01/2003 02:10 PM 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



2997602+4 00414511317177
WEISS, LINN
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

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

414511317177

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 31, 2003, is made and executed between LINN A WEISS and CAROL M WEISS, whose addresses are 1020 HUCKLEBERRY LN, GLENVIEW, IL 60025 and 1020 HUCKLEBERRY LN, GLENVIEW, IL 60025 (referred to below as "Borrower"), LINN A WEISS, whose address is 1020 HUCKLEBERRY LN, GLENVIEW, IL 60025 and CAROL M WEISS, whose address is 1020 HUCKLEBERRY LN, GLENVIEW, IL 60025; HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY (referred to below as "Grantor"), and BANKONE, 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 August 3, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated August 3, 2002 and recorded on August 26, 2002 in DOC 0020935023 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: 04-25-318-041

LOT 1 IN FOLEYS SUBDIVISION, BEING A SUBDIVISION OF LOT 10 IN HICKLEBERRY LAND SUBDIVISION, A SUBDIVISION OF THE SOUTH 10 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12

#36-50
S-Y
P-7
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M-Y
J

26-10

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UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511317177

(Continued)

EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1020 HUCKLEBERRY LN, GLENVIEW, IL 60025. The Real Property tax identification number is 04-25-318-041.

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 **\$275,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$275,000.00** at any one time.

As of **July 31, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **1.25%**.

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 31, 2003.

BORROWER:

x Lin A. Weiss

LINN A WEISS, Individually

x Carol M. Weiss

CAROL M WEISS, Individually

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MODIFICATION AGREEMENT

Loan No: 414511317177

(Continued)

GRANTOR:

X Linn A. Weiss
LINN A WEISS, Individually

X Carol M. Weiss
CAROL M WEISS, Individually

LENDER:

X Suad Lubbat
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)
) SS

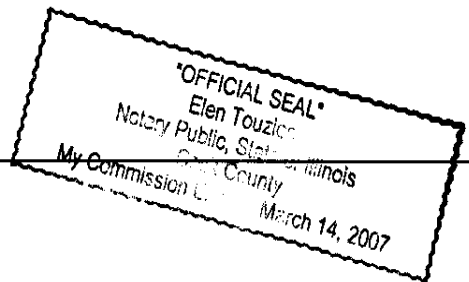
On this day before me, the undersigned Notary Public, personally appeared **LINN A WEISS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 31 day of July, 2003.

By Elen Touzias
Notary Public in and for the State of Illinois

Residing at 400 Central Ave Northfield
IL 60093

My commission expires 3/14/07



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MODIFICATION AGREEMENT

Loan No: 414511317177

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

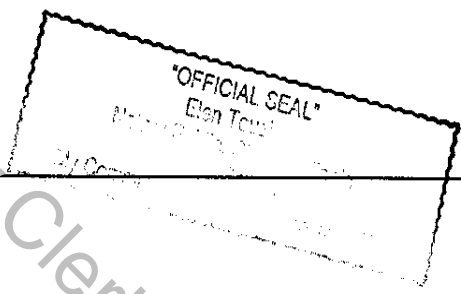
On this day before me, the undersigned Notary Public, personally appeared **CAROL M WEISS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 31 day of July, 2003.

By Elen Tauger Residing at 400 Central Ave, Northfield
IL 60093

Notary Public in and for the State of Illinois

My commission expires 3/14/07



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511317177

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
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 COUNTY OF Cook)

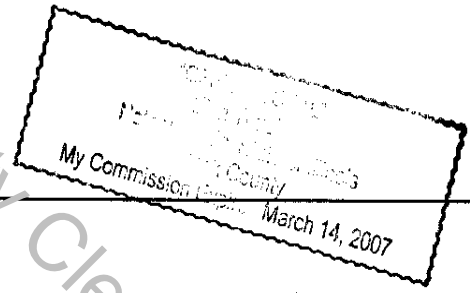
On this day before me, the undersigned Notary Public, personally appeared **LINN A WEISS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 31 day of July, 2003.

By Elon Tuzi Residing at 400 Central Ave, Northfield
IL 60093

Notary Public in and for the State of Illinois

My commission expires 3/14/07



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MODIFICATION AGREEMENT

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
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 COUNTY OF Cook) SS
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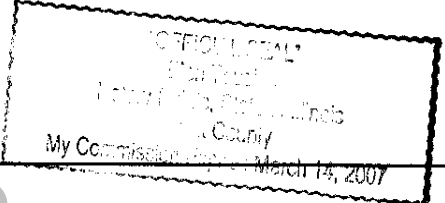
On this day before me, the undersigned Notary Public, personally appeared **CAROL M WEISS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31 day of July, 2003.

By Elin Turgiel Residing at 400 Central Ave, Northfield IL 60093

Notary Public in and for the State of Illinois

My commission expires 3/14/07



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MODIFICATION AGREEMENT

Loan No: 414511317177

(Continued)

LENDER ACKNOWLEDGMENT

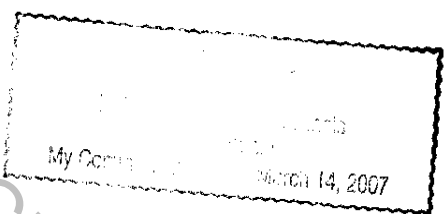
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 31st day of July, 2003 before me, the undersigned Notary Public, personally appeared Saad Lubbat and known to me to be the person 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 Elon Tuzin Residing at 400 Central Ave; Northfield
IL 60

Notary Public in and for the State of Illinois

My commission expires 3/14/07



Cook County Clerk's Office