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Doc#: 0327714110
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 10/06/2003 10:36 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



2830713+5 00414511271272
BUCKLEY, MICHAEL
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

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

00414511271272

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 31, 2003, is made and executed between MICHAEL BUCKLEY and EILEEN P MURPHY, whose addresses are 2858 W RASCHER AVE, CHICAGO, IL 60625 and 2858 W RASCHER AVE, CHICAGO, IL 60625 (referred to below as "Borrower"), MICHAEL BUCKLEY, whose address is 2858 W RASCHER AVE, CHICAGO, IL 60625 and EILEEN P MURPHY FKA EILEEN P MURPHY, whose address is 2858 W RASCHER AVE, CHICAGO, IL 60625; HUSBAND AND WIFE, AS 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 February 9, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 9, 2002 and recorded on March 15, 2002 in DOC #0020295608 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 #13-12-109-050

LOT 1305 AND THE WEST 15 FEET OF LOT 1304 IN WILLIAM H BRITIGAN'S BUDLONG WOODS, GOLF CLUB ADDITION NO 4, BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE

SV
5/17
5/20
1/11/04
J.M.

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Page 2

Loan No: 00414511271272

(Continued)

THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SANITARY PLAT OF CHICAGO EXCEPT THE NORTH 33 FEET TAKEN FOR BRYN MAWR AVENUE ACCORDING TO THE PLAT RECORDED APRIL 22, 1927 AS DOCUMENT NO 9626369, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2858 W RASCHER AVE, CHICAGO, IL 60625. The Real Property tax identification number is 13-12-109-050.

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 **\$125,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$125,000.00** at any one time.

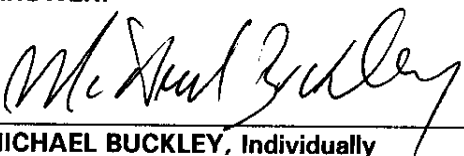
As of **May 31, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.4%**.

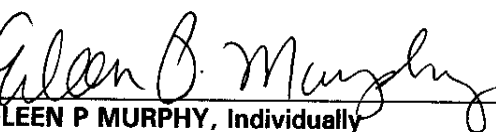
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MAY 31, 2003.

BORROWER:

x 
MICHAEL BUCKLEY, Individually

x 
EILEEN P MURPHY, Individually

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MODIFICATION AGREEMENT

Loan No: 00414511271272

(Continued)

GRANTOR:

X *Michael Buckley*
MICHAEL BUCKLEY, Individually

X *Eileen P. Murphy FKA Eileen P. Murphy*
EILEEN P MURPHY FKA EILEEN P MURPHY, Individually

LENDER:

X *NW Robert J. Davis* *Natasha West*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared **MICHAEL BUCKLEY**, 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.

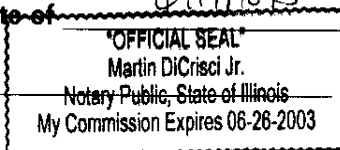
Given under my hand and official seal this 31st day of May, 2003.

By *[Signature]*

Residing at Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires _____



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MODIFICATION AGREEMENT

Loan No: 00414511271272

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

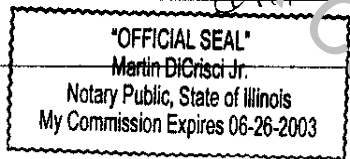
On this day before me, the undersigned Notary Public, personally appeared **EILEEN P MURPHY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that ~~he~~ she signed the Modification as ~~his~~ her free and voluntary act and deed, for the uses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

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

By [Signature] Residing at Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires _____



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00414511271272

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

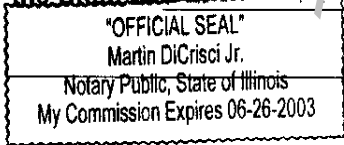
On this day before me, the undersigned Notary Public, personally appeared **MICHAEL BUCKLEY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he ~~or she~~ signed the Modification as his or ~~her~~ free and voluntary act and deed, for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

Given under my hand and official seal this 31st day of May, 20 03.

By (Signature) Residing at Chicago Ill.

Notary Public in and for the State of Illinois

My commission expires



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00414511271272

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

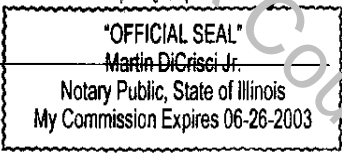
On this day before me, the undersigned Notary Public, personally appeared **EILEEN P MURPHY FKA EILEEN P MURPHY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that ~~he~~ she signed the Modification as ~~his~~ her free and voluntary act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

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

By (Signature) Residing at Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires _____



Property of Cook County Clerk's Office

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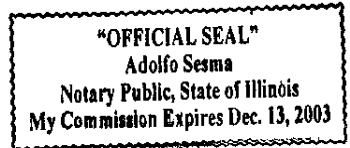
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 31st day of May, 2003, before me, the undersigned Notary Public, personally appeared ~~MEHAGH B. COLE & GREGG P. MURPHY~~ *NATASHA WEST and known to me to be the APPLICANTS, 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 3032 N Clark
 Notary Public in and for the State of IL
 My commission expires 12-13-03



Notary Public of Cook County Clerk's Office