

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 10/06/2003 12:06 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



3054647+5

00414511341472

**FOR RECORDER'S USE ONLY**

FOLEY, KEITH  
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

BEATRICE SELLA, PROCESSOR  
P.O. Box 2071  
Milwaukee, WI 53201-2071

414511341472

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated June 16, 2003, is made and executed between KEITH P FOLEY and JOAN FOLEY, whose addresses are 906 S MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005 and 906 S MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005 (referred to below as "Borrower"), KEITH P FOLEY, whose address is 906 S MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005 and JOAN FOLEY, whose address is 906 S MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005; HUSBAND AND WIFE, AS JOINT TENANTS (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 **September 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 **September 25, 2002** and recorded on **October 15, 2002** in **DOC #0021127245** 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 03-31-415-022

LOT 12 IN MILDRED M TOLAR'S RE-SUBDIVISION OF LOTS 57, 58, 59, 60, 62, 63 AND 64 IN R. A. CEPEK'S ARLINGTON HEIGHTS, A SUBDIVISION OF PARTS OF SECTIONS 4 AND 9,

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3-  
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JHC

**UNOFFICIAL COPY****MODIFICATION AGREEMENT**

Loan No: 414511341472

(Continued)

TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MILDRED M TOLAR'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 29, 1969 AS DOCUMENT NO 2453933.

The Real Property or its address is commonly known as 906 S MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005. The Real Property tax identification number is 03-31-415-022.

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 **June 16, 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%**.

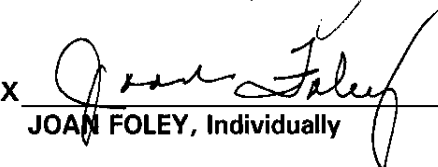
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 JUNE 16, 2003.**

**BORROWER:**

X   
 KEITH P FOLEY, Individually

X   
 JOAN FOLEY, Individually

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## MODIFICATION AGREEMENT

Loan No: 414511341472

(Continued)

**GRANTOR:**

X *Keith P Foley*  
KEITH P FOLEY, Individually

X *Joan Foley*  
JOAN FOLEY, Individually

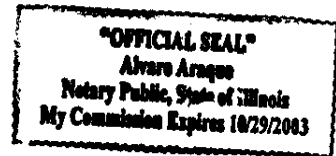
**LENDER:**

X *[Signature]*  
Authorized Signer  
*Cynthia A. Pedraza*

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared **KEITH P FOLEY**, 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 16<sup>th</sup> day of June, 20 03

By *Alvaro Araque*

Residing at 3227 W Addison Chicago

Notary Public in and for the State of IL

My commission expires 10-29-03

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## MODIFICATION AGREEMENT

Loan No: 414511341472

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
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On this day before me, the undersigned Notary Public, personally appeared **JOAN FOLEY**, 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 16<sup>th</sup> day of June, 2003.

By Alvaro Araque Residing at 3227 W Addison Chgo

Notary Public in and for the State of IL

My commission expires 10-29-03

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511341472

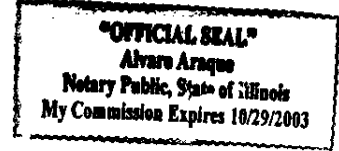
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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL \_\_\_\_\_ )

) SS

COUNTY OF COOK \_\_\_\_\_ )



On this day before me, the undersigned Notary Public, personally appeared **KEITH P FOLEY**, 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 16<sup>th</sup> day of June, 20 03.

By Alvaro Araque \_\_\_\_\_

Residing at 327 W Addison Ck

Notary Public in and for the State of IL

My commission expires 10-29-03

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511341472

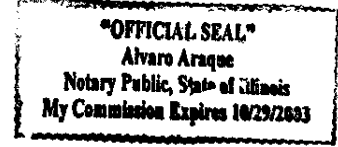
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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )

COUNTY OF COOK )

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared **JOAN FOLEY**, 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 16<sup>th</sup> day of June, 2003.

By Alvaro Araque  
Notary Public in and for the State of IL

Residing at 3227 W Addison Chgo

My commission expires 10-29-03

Property of Cook County Clerk's Office

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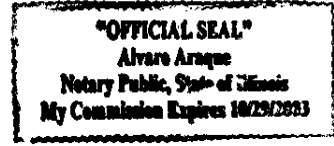
## MODIFICATION AGREEMENT

Loan No: 414511341472

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )



On this 10<sup>th</sup> day of June, 03 before me, the undersigned Notary Public, personally appeared CYNTHIA A. PEDRAZA 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 Alvaro Araque Residing at 3227 W Addison Chicago  
 Notary Public in and for the State of IL  
 My commission expires 10-29-03

County of Cook County Clerk's Office