

UNOFFICIAL COPY



Doc#: 0330917003
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 11/05/2003 08:17 AM Pg: 1 of 8

WHEN RECORDED MAIL TO:

Bank One, N.A. Retail Loan
Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



3235242+2 00412530027642
LEADHOLM, GREGORY
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

BELINDA ADAMS, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

00412530027642

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated September 25, 2003, is made and executed between GREGORY S LEADHOLM and MARCIA A LEADHOLM, whose addresses are 1217 RICHMOND LN, WILMETTE, IL 60091 and 1217 RICHMOND LN, WILMETTE, IL 60091 (referred to below as "Borrower"), GREGORY S LEADHOLM, whose address is 1217 RICHMOND LN, WILMETTE, IL 60091 and MARCIA A LEADHOLM, whose address is 1217 RICHMOND LN, WILMETTE, IL 60091; HUSBAND AND WIFE, 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 **March 15, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 15, 2003** and recorded on **April 7, 2003** in DOC #**0030461403** 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: 05 28 407 022 0000

PARCEL 1: LOT 16 IN BLIETZ'S CONNECTICUT VILLAGE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

540
P
88
neg
CB

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 00412530027642

(Continued)

THEREOF RECORDED MAY 29, 1939 AS DOCUMENT 12319126, IN COOK COUNTY, ILLINOIS. PARCEL 2: THAT PART OF THE SOUTH 25 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT IN THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY, WHICH LAST MENTIONED POINT IS 129.0 FEET NORTHWESTERLY OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, AS MEASURED ALONG SAID EASTERLY RIGHT OF WAY LINE

(SAID LAST MENTIONED POINT BEING ALSO THE SOUTHWESTERLY CORNER OF LOT 16 IN BLIETZ'S CONNECTICUT VILLAGE SUBDIVISION); THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID EASTERLY RIGHT OF WAY LINE, 70 FEET TO A POINT IN THE JOINT RIGHT OF WAY LINE BETWEEN THE CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY AND THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID JOINT RIGHT OF WAY LINE 55.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE SAID JOINT RIGHT OF WAY LINE, 70 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY WHICH LAST MENTIONED POINT IS ALSO THE NORTHWESTERLY CORNER OF LOT 16 IN BLIETZ'S CONNECTICUT VILLAGE SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE 55.0 FEET TO THE PLACE OF

BEGINNING, IN THE VILLAGE OF WILMETTE, COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1217 RICHMOND LN, WILMETTE, IL 60091. The Real Property tax identification number is 05 78 407 022 0000.

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 **\$250,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$250,000.00** at any one time.

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 endorser 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

UNOFFICIAL COPY


MODIFICATION AGREEMENT

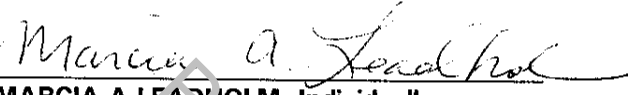
Loan No: 00412530027642

(Continued)

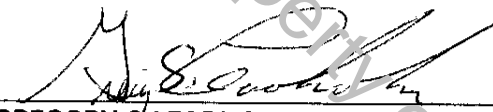
MODIFICATION AGREEMENT IS DATED SEPTEMBER 25, 2003.

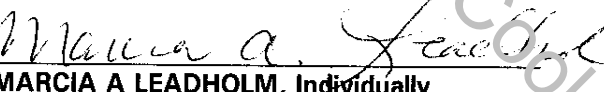
BORROWER:

X 
GREGORY S LEADHOLM, Individually

X 
MARCIA A LEADHOLM, Individually

GRANTOR:

X 
GREGORY S LEADHOLM, Individually

X 
MARCIA A LEADHOLM, Individually

LENDER:

X 
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00412530027642

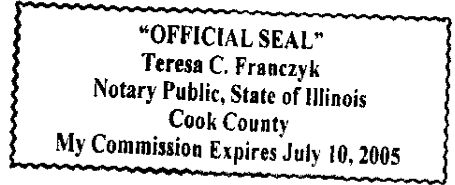
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **GREGORY S LEADHOLM**, 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 25th day of Sept, 2003.

By Teresa C. Franczyk

Residing at ~~BANK ONE, CHICAGO, IL~~
1200 CENTRAL AVE.
WILMETTE, ILLINOIS 60091

Notary Public in and for the State of Illinois

My commission expires 7-10-05

County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00412530027642

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **MARCIA A LEADHOLM**, 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.

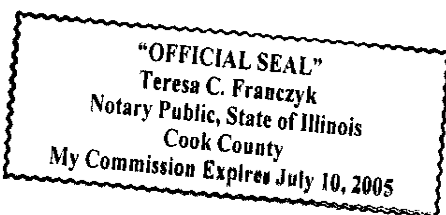
Given under my hand and official seal this 25th day of Sept, 2003.

BANK ONE, CHICAGO, IL
1200 CENTRAL AVE.
WILMETTE, ILLINOIS 60091

By Teresa C. Franczyk Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7-10-05



Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00412530027642

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **GREGORY S LEADHOLM**, 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 25th day of Sept, 2003.

BANK ONE, CHICAGO, IL
1200 CENTRAL AVE.
WILMETTE, ILLINOIS 60091

By Teresa C. Franczyk Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7-10-05

"OFFICIAL SEAL"
 Teresa C. Franczyk
 Notary Public, State of Illinois
 Cook County
 My Commission Expires July 10, 2005

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00412530027642

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **MARCIA A LEADHOLM**, 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.

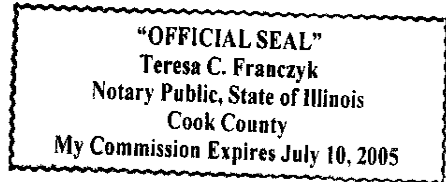
Given under my hand and official seal this 25th day of Sept, 2003.

BANK ONE, CHICAGO, IL
1200 CENTRAL AVE.
WILMETTE, ILLINOIS 60091

By Teresa C. Franczyk Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 7-10-05



Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00412530027642

(Continued)

LENDER ACKNOWLEDGMENT

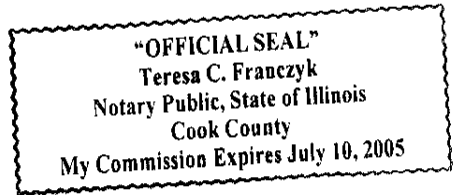
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 25th day of Sept, _____ before me, the undersigned Notary Public, personally appeared Bilqees Ibrahim and known to me to be the _____, 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 Teresa C. Franczyk
 Notary Public in and for the State of Illinois
 My commission expires 7-10-05

RES
~~BANK ONE, CHICAGO, IL~~
 1200 CENTRAL AVE.
 WILMETTE, ILLINOIS 60091

Residing at _____



Cook County Clerk's Office