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Doc#: 0334222052  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 12/08/2003 11:59 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



3221269+2 00414511383605  
ROBINSON, MORRIS  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

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

414511383605

**MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT dated October 18, 2003, is made and executed between MORRIS ROBINSON and CLAUDETTE ROBINSON, whose addresses are 2121 CHURCH ST, EVANSTON, IL 60201 and 2121 CHURCH ST, EVANSTON, IL 60201 (referred to below as "Borrower"), MORRIS ROBINSON, whose address is 2121 CHURCH ST, EVANSTON, IL 60201 and CLAUDETTE ROBINSON, whose address is 2121 CHURCH ST, EVANSTON, IL 60201; HUSBAND AND WIFE (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 1, 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 1, 2003 and recorded on March 19, 2003 in DOC #0030372868 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 10-13-116-071

LOT 55 AND THE EAST 1/2 OF LOT 54 IN BLOCK 4 OF J.S. HOVLAND'S EVANSTON SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*Handwritten signature/initials*

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(Continued)

The Real Property or its address is commonly known as 2121 CHURCH STREET, EVANSTON, IL 60201. The Real Property tax identification number is 10-13-116-071.

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 **\$85,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$85,000.00** at any one time.

As of **October 18, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.66%**.

**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 OCTOBER 18, 2003.**

**BORROWER:**

X

  
 MORRIS ROBINSON, Individually

X

  
 CLAUDETTE ROBINSON, Individually

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## MODIFICATION AGREEMENT

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(Continued)

**GRANTOR:**

X *Morris Robinson*  
MORRIS ROBINSON, Individually

X *Claudette Robinson*  
CLAUDETTE ROBINSON, Individually

**LENDER:**

X *Audrey A. [Signature] AVP*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

)  
) SS  
)

On this day before me, the undersigned Notary Public, personally appeared **MORRIS ROBINSON**, 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.

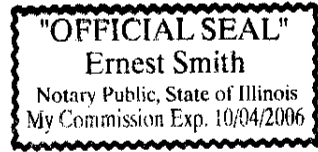
Given under my hand and official seal this 18<sup>th</sup> day of OCT, 2003.

By *Ernest Smith*

Residing at EVANSTON, IL

Notary Public in and for the State of IL

My commission expires 10-4-2006



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## MODIFICATION AGREEMENT

Loan No: 414511383605

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

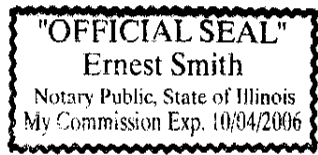
On this day before me, the undersigned Notary Public, personally appeared **CLAUDETTE ROBINSON**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 18<sup>th</sup> day of OCT., 2003.

By Ernest Smith Residing at Evanston, IL

Notary Public in and for the State of IL

My commission expires 10-4-2006



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511383605

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

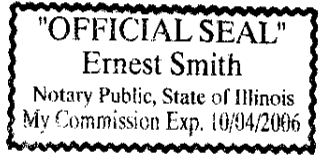
On this day before me, the undersigned Notary Public, personally appeared **MORRIS ROBINSON**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 18<sup>th</sup> day of Oct, 2003.

By Ernest Smith Residing at Evanston, IL

Notary Public in and for the State of IL

My commission expires 10-4-2006



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(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

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 ) SS  
 COUNTY OF COOK )

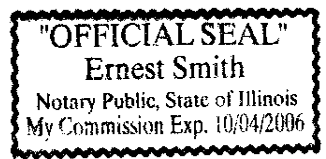
On this day before me, the undersigned Notary Public, personally appeared **CLAUDETTE ROBINSON**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 18<sup>th</sup> day of OCT., 2003.

By Ernest Smith Residing at EVANSTON, IL

Notary Public in and for the State of IL

My commission expires 10-4-2006



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

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(Continued)

### LENDER ACKNOWLEDGMENT

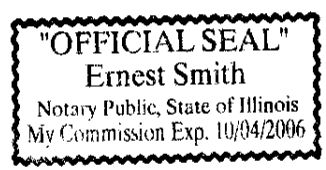
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 10<sup>th</sup> day of OCT, 2003 before me, the undersigned Notary Public, personally appeared Craig Kowitz 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 Ernest Smith Residing at EVANSTON, IL

Notary Public in and for the State of IL

My commission expires 10-4-2006



Notary Public, State of Illinois  
 County Clerk's Office