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Doc#: 0334516000
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 12/11/2003 08:12 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

3280805+2 00414511401732
DORAN, RICHARD
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

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

414511401732

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 8, 2003, is made and executed between RICHARD O DORAN and SARAH R DORAN, whose addresses are 835 MICHIGAN AVE, WILMETTE, IL 60091-1931 and 835 MICHIGAN AVE, WILMETTE, IL 60091-1931 (referred to below as "Borrower"), RICHARD O DORAN, whose address is 835 MICHIGAN AVE, WILMETTE, IL 60091-1931 and SARAH R DORAN, whose address is 835 MICHIGAN AVE, WILMETTE, IL 60091-1931; 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 April 26, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 26, 2003 and recorded on May 29, 2003 in DOC# 0314901088 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 #05-26-103-017-0000

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS: LOT 4 IN BLOCK 2 IN INVERNESS BEING A SUBDIVISION AT WILMETTE BY THE INVERNESS LAND ASSOCIATION, BEING A SUBDIVISION OF BLOCKS 1 TO 8, 11 TO 13, ALL

BATCH

1 of 162

Handwritten initials/signature: SLD, D, CB

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

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Loan No: 414511401732

(Continued)

INCLUSIVE, OF WESTERFIELD'S ADDITION TO WILMETTE, BEING A SUBDIVISION OF THE EAST 35.71 CHAINS OF LOT 1 OF THE NORTH SECTIONS OF THE QUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 835 MICHIGAN AVE, WILMETTE, IL 60091-1931. The Real Property tax identification number is 05-26-103-017-0000.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

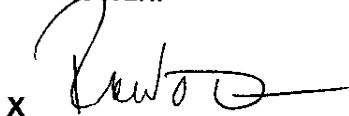
The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$180,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$180,000.00** at any one time.

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 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 8, 2003.

BORROWER:

x 

RICHARD O DORAN, Individually

x 

SARAH R DORAN, Individually

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MODIFICATION AGREEMENT (Continued)

Loan No: 414511401732

GRANTOR:

X *[Signature]*
RICHARD O DORAN, Individually

X *[Signature]*
SARAH R DORAN, Individually

LENDER:

X *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

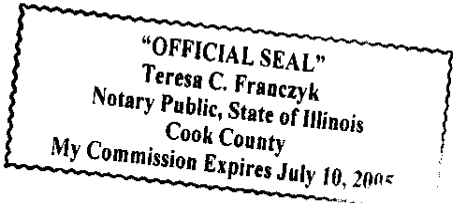
),
) SS

On this day before me, the undersigned Notary Public, personally appeared **RICHARD O DORAN**, 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 8th day of October, 2003.

By *[Signature]*
Notary Public in and for the State of Illinois
My commission expires 7-10-05

Residing at Wilmette, Illinois



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MODIFICATION AGREEMENT (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

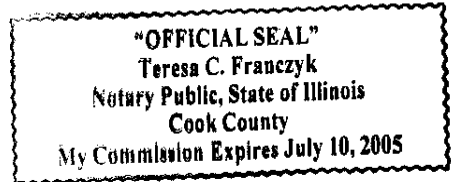
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this day before me, the undersigned Notary Public, personally appeared **SARAH R DORAN**, 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 8th day of October, 2003.

By Teresa C. Franczyk
 Notary Public in and for the State of Illinois
 My commission expires 7-10-05

Residing at Wilmette, Illinois



Property of County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

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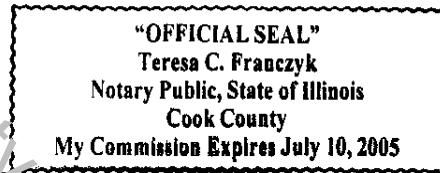
On this day before me, the undersigned Notary Public, personally appeared **RICHARD O DORAN**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 8th day of October, 2003.

By Teresa C. Franczyk Residing at Wilmette, Illinois

Notary Public in and for the State of Illinois.

My commission expires 7-10-05



Property of Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511401732

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

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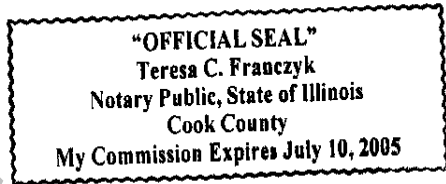
On this day before me, the undersigned Notary Public, personally appeared **SARAH R DORAN**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 8th day of October, 2003.

By Teresa C. Franczyk Residing at Wilmette, Illinois

Notary Public in and for the State of Illinois

My commission expires 7-10-05



Property of
 Notary Public
 Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

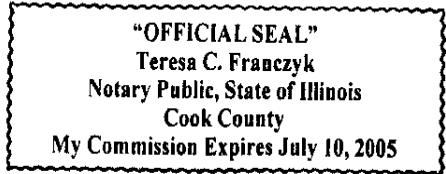
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 5th day of October, 2003 before me, the undersigned Notary Public, personally appeared MOHAMMED MUKHTAR 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 Teresa C. Franczyk Residing at Wilmette, Illinois

Notary Public in and for the State of Illinois

My commission expires 7-10-05



Cook County Clerk's Office