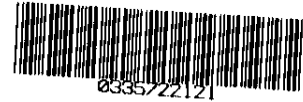


# UNOFFICIAL COPY



Doc#: 0335722121  
Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 12/23/2003 03:19 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



3031504+4 0414511331827

HOEFLICH, WILLIAM  
MODIFICATION AGREEMENT

**FOR RECORDER'S USE ONLY**

This Modification Agreement prepared by:

ASHARAE REDMON, PROCESSOR  
P.O. Box 2071  
Milwaukee, WI 53201-2071

414511331827

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 27, 2003, is made and executed between WILLIAM HOEFLICH and JOSEPHINE HOEFLICH, whose addresses are 6938 W GEORGE ST, CHICAGO, IL 60634 and 6938 W GEORGE ST, CHICAGO, IL 60634 (referred to below as "Borrower"), WILLIAM HOEFLICH, whose address is 6938 W GEORGE ST, CHICAGO, IL 60634 and JOSEPHINE HOEFLICH, whose address is 6938 W GEORGE ST, CHICAGO, IL 60634; 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 3, 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 3, 2002** and recorded on **October 8, 2002** in **DOC NO. 0021104035** 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 13-30-123-019

THE EAST 36 FEET OF THE WEST 72 FEET OF LOT 125 IN MONTCLARE GARDENS SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH,

*Syll  
10/27  
WSD  
CB*

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

Loan No: 414511331827

(Continued)

Page 2

RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6938 W GEORGE ST, CHICAGO, IL 60634.  
The Real Property tax identification number is 13-30-123-019.

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 **\$50,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$50,000.00** at any one time.

As of **October 27, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.

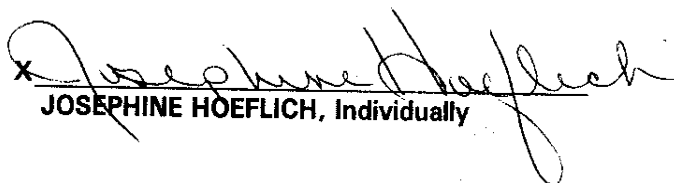
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 27, 2003.**

**BORROWER:**

x   
WILLIAM HOEFLICH, Individually

x   
JOSEPHINE HOEFLICH, Individually

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## MODIFICATION AGREEMENT (Continued)

Loan No: 414511331827

GRANTOR:

X *William Hoeflich*  
WILLIAM HOEFLICH, Individually

X *Josephine Hoeflich*  
JOSEPHINE HOEFLICH, Individually

LENDER:

X *[Signature]*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Illinois*

)  
) SS

COUNTY OF *Cook*

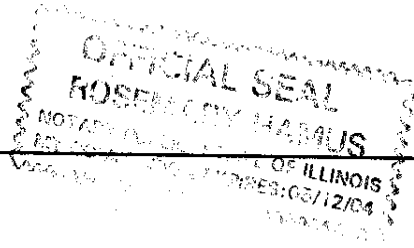
On this day before me, the undersigned Notary Public, personally appeared **WILLIAM HOEFLICH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this *27<sup>th</sup>* day of *October*, 2003.

By *[Signature]* Residing at *Schella Park*

Notary Public in and for the State of *Illinois*

My commission expires *May 12, 2004*



# UNOFFICIAL COPY

## MODIFICATION AGREEMENT (Continued)

Loan No: 414511331827

Page 4

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

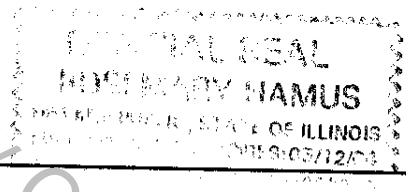
On this day before me, the undersigned Notary Public, personally appeared **JOSEPHINE HOEFLICH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 27<sup>th</sup> day of October, 2003.

By Raeny Namus Residing at Schiller Park

Notary Public in and for the State of Illinois

My commission expires May 12, 2004



Property of County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT (Continued)

Loan No: 414511331827

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

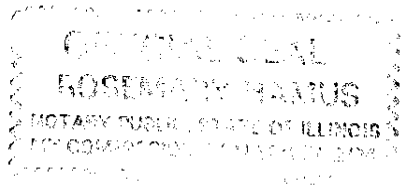
On this day before me, the undersigned Notary Public, personally appeared **WILLIAM HOEFLICH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 27th day of October, 2023.

By Quang Tran Residing at Shelton Park

Notary Public in and for the State of Illinois

My commission expires May 19, 2027



Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

Loan No: 414511331827

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

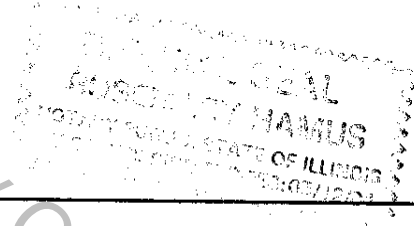
On this day before me, the undersigned Notary Public, personally appeared **JOSEPHINE HOEFLICH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 27<sup>th</sup> day of October, 2003.

By Gregg Hanna Residing at Schella Park

Notary Public in and for the State of Illinois

My commission expires May 12, 2004



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT (Continued)

Loan No: 414511331827

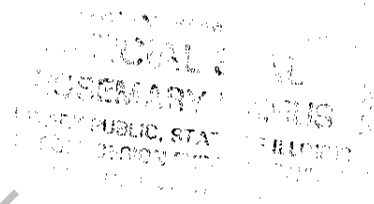
Page 7

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 27<sup>th</sup> day of October, 2003 before me, the undersigned Notary Public, personally appeared WILLIAM + JOSEPHINE HOEFLICH 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 Rosemary Francis Residing at Shelton Park  
 Notary Public in and for the State of Illinois  
 My commission expires May 12, 2004



Cook County Clerk's Office