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Doc#: 0400248005
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 01/02/2004 09:43 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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



3248818+3 00414511389613

LESIAK, GRZEGORZ
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

DAVID T. HORSCHAK, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511389613

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated September 22, 2003, is made and executed between GRZEGORZ LESIAK, whose address is 8864 NORTSHORE DR 1E, DES PLAINES, IL 60016 (referred to below as "Borrower"), GRZEGORZ LESIAK, whose address is 8864 NORTSHORE DR 1E, DES PLAINES, IL 60016; A SINGLE PERSON (referred to below as "Grantor"), and BANK ONE, N/A (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 28, 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 28, 2003 and recorded on April 25, 2003 in DOC #0311517074 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 : 09 10 401 075 1005

UNIT NO. 105 E, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL') THAT PART OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE AFORESAID SOUTHEAST 1/4 OF SECTION 10, THENCE NORTH 1305.57 FEET ALONG THE EAST

SY
25
3/20
1/11/04
J.M.

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MODIFICATION AGREEMENT

Loan No: 414511389613

(Continued)

LINE OF SAID SOUTHEAST 1/4; THENCE WEST 383.47 FEET ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING WEST 185.00 FEET ALONG THE WESTERLY EXTENSION OF SAID PERPENDICULAR LINE; THENCE NORTH 73.54 FEET ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHEAST 1/4; THENCE EAST 185.00 FEET ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF THE AFORESAID SOUTHEAST 1/4, THENCE SOUTH 73.54 FEET ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM; SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS.

The Real Property or its address is commonly known as 8864 NORTSHORE DR 1E, DES PLAINES, IL 60016. The Real Property tax identification number is 09 10 401 075 1005.

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 **\$22,987.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$22,987.00** 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 SEPTEMBER 22, 2003.

BORROWER:

X 

GRZEGORZ LESIAK, Individually

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MODIFICATION AGREEMENT

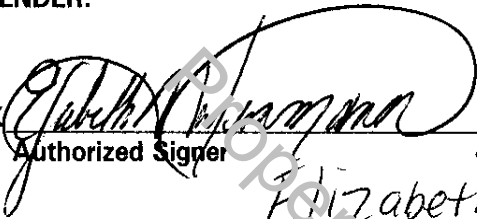
Loan No: 414511389613

(Continued)

GRANTOR:

X 
GRZEGORZ LESIAK, Individually

LENDER:

X , Acct Exec, Park Ridge 1 to 1
Authorized Signer
Elizabeth Weinmann

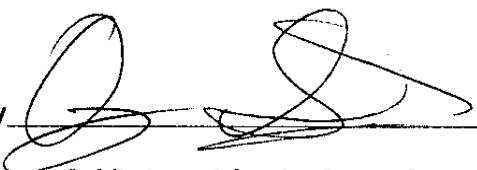
INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **GRZEGORZ LESIAK**, 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 22 day of September, 2003.

By  Residing at Deerfield
Notary Public in and for the State of IL
My commission expires 3/22/2006

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MODIFICATION AGREEMENT

Loan No: 414511389613

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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) SS
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On this day before me, the undersigned Notary Public, personally appeared **GRZEGORZ LESIAK**, 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 22 day of September, 2003.

By [Signature]

Residing at DeKalb

Notary Public in and for the State of IL

My commission expires 3/22/2006

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511389613

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this 22nd day of SEPTEMBER, 2003 before me, the undersigned Notary Public, personally appeared Elizabeth Henman and known to me to be the Account Executive 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 [Signature]

Residing at De Kalb

Notary Public in and for the State of IL

My commission expires 3/22/2006