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Doc#: 0400248015
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 01/02/2004 09:56 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



2587002+8 00414511206202
HRISTOV, GORAN
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

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

414511206202

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 25, 2003, is made and executed between GORAN HRISTOV and KIMBERLY J HRISTOV, whose addresses are 1439 S MICHIGAN AVE UNIT 303, CHICAGO, IL 60605 and 1439 S MICHIGAN AVE UNIT 303, CHICAGO, IL 60605 (referred to below as "Borrower"), GORAN HRISTOV, whose address is 1439 S MICHIGAN AVE UNIT 303, CHICAGO, IL 60605 and KIMBERLY J HRISTOV FKA KIMBERLY J. WANDERSON, whose address is 1439 S MICHIGAN AVE UNIT 303, CHICAGO, IL 60605; 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 July 11, 2001, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated July 11, 2001 and recorded on September 25, 2001 in DOC 0010892313 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 17-22-108-075-1024

UNIT 303 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON

3650

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MODIFICATION AGREEMENT

Loan No: 00414511206202

(Continued)

ELEMENTS IN THE TREVI SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS ON DECEMBER 21, 1995 AS DOCUMENT NUMBER 95 888 226 IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1439 S MICHIGAN AVE UNIT 303, CHICAGO, IL 60605. The Real Property tax identification number is 17-22-108-075-1024.

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 **\$20,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$20,000.00** at any one time.

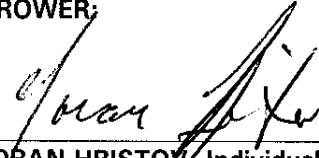
As of **October 25, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **2.5%**.

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.

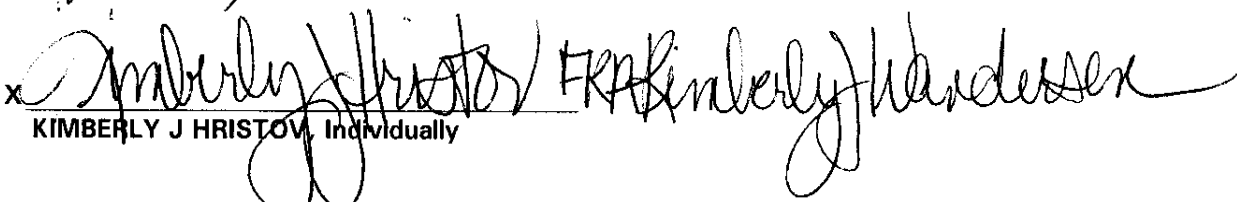
MODIFICATION FEE. Borrower agrees to pay Lender a Modification Fee of \$75. This fee will be billed to the Borrower's account, will be reflected on Borrower's next periodic statement after the date of this Modification Agreement and will be due as part of the next monthly payment. If Borrower has signed 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 25, 2003.

BORROWER:

x 

 GORAN HRISTOV, Individually

x 

 KIMBERLY J HRISTOV, Individually

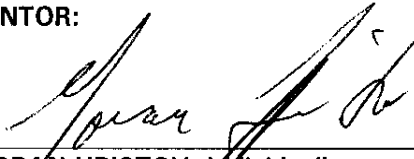
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MODIFICATION AGREEMENT

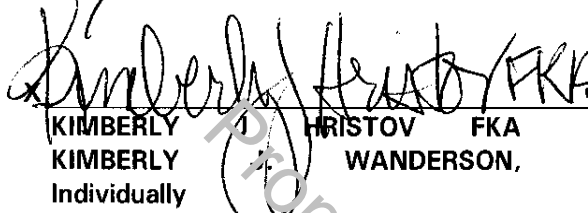

Loan No: 00414511206202

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GRANTOR:

X 

 GORAN HRISTOV, Individually

 KIMBERLY HRISTOV FKA
 KIMBERLY WANDERSON,
 Individually

LENDER:

X _____
 Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

SS

On this day before me, the undersigned Notary Public, personally appeared **GORAN HRISTOV**, 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 _____ day of _____, 20_____.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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MODIFICATION AGREEMENT

Loan No: 00414511206202

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

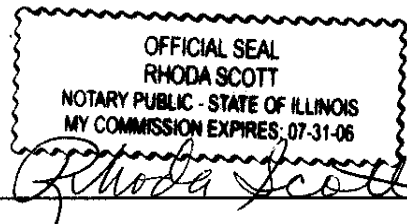
On this day before me, the undersigned Notary Public, personally appeared **KIMBERLY J HRISTOV**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

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

By Rhoda Scott Residing at 605 N Michigan Ave

Notary Public in and for the State of Illinois

My commission expires 7/31/06



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00414511206202

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

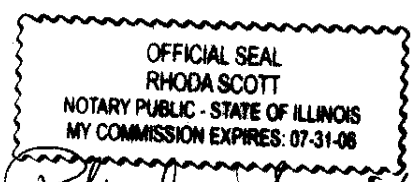
On this day before me, the undersigned Notary Public, personally appeared **GORAN HRISTOV**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

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

By RHODA SCOTT Residing at 605 N. MICHIGAN AVE.

Notary Public in and for the State of Illinois

My commission expires 07/31/04



Rhoda Scott

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00414511206202

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS
)

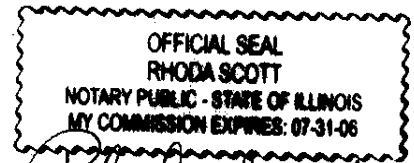
On this day before me, the undersigned Notary Public, personally appeared **KIMBERLY J HRISTOV FKA KIMBERLY J. WANDERSON**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary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

Given under my hand and official seal this 25th day of OCTOBER, 20 03.

By Rhoda Scott Residing at 605 N Michigan Ave

Notary Public in and for the State of ILLINOIS

My commission expires 07/31/06



Rhoda Scott

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00414511206202

(Continued)

LENDER ACKNOWLEDGMENT

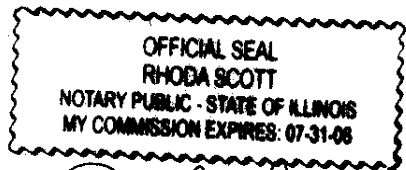
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 25th day of OCTOBER, 2003 before me, the undersigned Notary Public, personally appeared GORAN & KIMBERLY HRISTOV 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 Rhoda Scott Residing at 605 N. Michigan Ave

Notary Public in and for the State of Illinois

My commission expires 07/31/06



Rhoda Scott

Property of Cook County Clerk's Office