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Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 01/15/2004 11:55 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:
Bank One, N.A. Retail Loan
Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



3044252+2
NYKAZA, STANLEY
MODIFICATION AGREEMENT

00414511336470

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

MARY E. SPEARO, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511336470

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated November 29, 2003, is made and executed between STANLEY NYKAZA, whose address is 18458 WILLOW LN, LANSING, IL 60438 (referred to below as "Borrower"), STANLEY NYKAZA, whose address is 18458 WILLOW LN, LANSING, IL 60438 and DIANE NYKAZA, whose address is 18458 WILLOW LN, LANSING, IL 60438; HUSBAND AND WIFE, 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 13, 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 13, 2002 and recorded on September 30, 2002 in DOC # 0021071015 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 : 30 32 404 056 0000

LOT 11 IN MAPLE TERRACE ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 16 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5,

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UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511336470

(Continued)

TOWNSHIP 35 NORTH, RANGE 19 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 18458 WILLOW LN, LANSING, IL 60438. The Real Property tax identification number is 30 32 404 056 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 **\$25,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$25,000.00** at any one time.

As of **November 29, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.25%**.

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 NOVEMBER 29, 2003.

BORROWER:

x 
 STANLEY NYKAZA, Individually

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MODIFICATION AGREEMENT

Loan No: 414511336470

(Continued)

GRANTOR:

X *Stanley Nykaza*
STANLEY NYKAZA, Individually

X *Diane Nykaza*
DIANE NYKAZA, Individually

LENDER:

X *Casey Cook*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared **STANLEY NYKAZA**, 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.

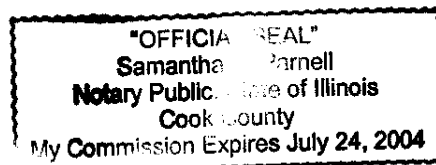
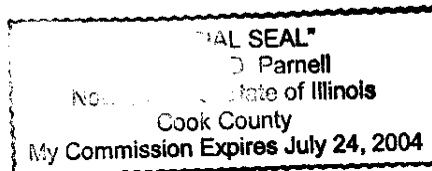
Given under my hand and official seal this 29th day of November, 2003.

By *Samantha Parnell*

Residing at *Glenwood*

Notary Public in and for the State of IL

My commission expires *July 24, 2004*



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MODIFICATION AGREEMENT

Loan No: 414511336470

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

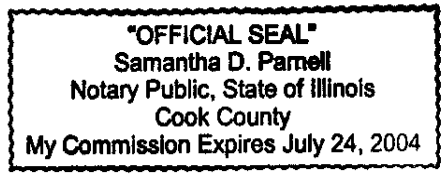
STATE OF IL)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **STANLEY NYKAZA**, 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 29 day of November, 2003.

By Samantha D. Parnell Residing at Menwood

Notary Public in and for the State of IL
 My commission expires July 24, 2004



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511336470

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

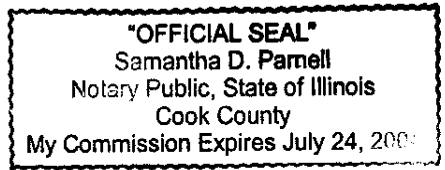
STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this day before me, the undersigned Notary Public, personally appeared **DIANE NYKAZA**, 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 29th day of November, 2003.

By Samantha D. Parnell Residing at Alenwood

Notary Public in and for the State of IL
 My commission expires July 24, 2004



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MODIFICATION AGREEMENT

Loan No: 414511336470

(Continued)

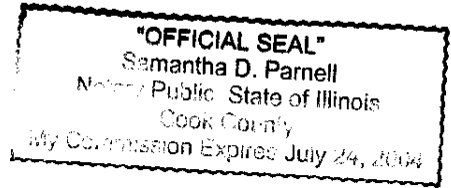
LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 29 day of November, 2003 before me, the undersigned Notary Public, personally appeared Casey Gray 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 Samantha D. Parnell Residing at Allenwood

Notary Public in and for the State of IL
 My commission expires July 24, 2004



Cook County Clerk's Office