



Doc#: 0404916127  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 02/18/2004 11:10 AM Pg: 1 of 5

AFTER RECORDED RETURN TO:

Bank One, N.A.  
132 E. Washington Street IN1-1030  
Indianapolis, IN 46204  
PARCEL NUMBER:  
LOAN NUMBER: 4742177  
RFC loan #. 4322208  
Prepared by:  
Robertson & Anschutz  
2425 West Loop South, Suite 800  
Houston, Texas 77027-4207  
(713)871-9600

MODIFICATION AGREEMENT

The State of Illinois

KNOW ALL MEN BY THESE PRESENTS:

County of Cook

Recitals

This agreement is made on June 1, 2000, between William H. Taylor, Jr. and Eleanor L. Taylor, husband and wife, (herein "Borrower") and Bank One, N.A. (herein "Lender"), whose loan servicing address is 132 E. Washington Street IN1-1030, Indianapolis, IN 46204, for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on September 3, 1998, in favor of First Chicago NBD Mortgage Company and any previous modification(s) thereof, said Note being in the original principal amount of \$292,500.00, said Deed of Trust having been recorded in/under 98810820 of the Official Records of Real Property of Cook County, Illinois, covering property described as follows:

See Exhibit "A" attached hereto and made a part hereof for all purposes

which has the street address of 179 N. Lombard Avenue, Oak Park, IL 60302 ("Property Address");

WITNESSETH:

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the Property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, Borrower and Lender desire that the Deed of Trust and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

Initial WHT/ELS

Handwritten initials: GWS, P.S., R.A., CW

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NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as follows:

**The Note shall be and hereby is amended as follows:**

The principal amount evidenced by the Note is changed from \$292,500.00 to \$288,397.00.

The beginning date for monthly payments of principal and interest set forth in paragraph 3 is changed from August 1, 1999 to July 1, 2000.

The amount of the monthly payments of principal and interest set forth in paragraph 3, is changed from \$209.46 to \$2019.74.

If applicable, the initial adjustable interest rate "Change Date" as set forth in paragraph 4 is changed from July 1, 2000 to June 1, 2001.

**The Security Instrument shall be and hereby is amended as follows:**

Reference to the principal sum owed by Borrower to Lender is changed from \$292,500.00 to \$288,397.00.

Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

It is agreed that time and the unimpaired security of Lender are of the essence of this Agreement.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees

Initial  EDS.

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that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

As used herein "Lender" shall mean **Bank One, N.A.** or any future holder, whether one or more, of the Note.

EXECUTED this the 14<sup>th</sup> day of June, 2000 to be effective July 1st 2000.

William H. Taylor, Jr. -Borrower      Eleanor L. Taylor -Borrower

\_\_\_\_\_-Borrower      \_\_\_\_\_-Borrower

ACCEPTED AND AGREED TO BY  
THE OWNER AND HOLDER OF SAID NOTE:  
**Bank One, N.A.**

By: L. S. Grincewicz  
Name: L. S. GRINCEWICZ  
Title: AVP

### Individual Acknowledgment

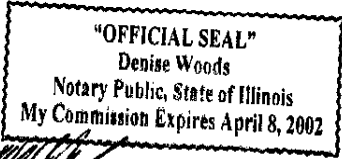
STATE OF ILLINOIS, Cook County ss:

I, Denise Woods, a Notary Public in and for said county and state, do hereby certify that **William H. Taylor, Jr. and Eleanor L. Taylor, husband and wife**, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of **June, 2000**.

My Commission expires:  
4-08-02

Denise Woods  
Notary Public  
Denise Woods - Relationship Banker  
Name and title



### Corporate Acknowledgment

Initial WHS/EDS

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## Corporate Acknowledgment

Commonwealth/State of Michigan  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 21 day of June 2000  
by L.S. Griniewicz AVP, \_\_\_\_\_ of Banque NA  
\_\_\_\_\_, on behalf of the said corporation.

My commission expires: 12-23-03

Marilyn P. Gilbert  
Notary Public Oakland County, Michigan

Initial \_\_\_\_\_

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(R&A)modagr.mod

**MARILYN P. GILBERT**  
Notary Public, Oakland County, MI  
My Commission Expires Dec. 23, 2003

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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 1 IN BLOCK 33 IN THE VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-08-120-012-0000

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