

# UNOFFICIAL COPY



Doc#: 0405617188  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 02/25/2004 02:00 PM 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



**FOR RECORDER'S USE ONLY**

3193978+3  
GALLEY LEEMING, EILEEN  
MODIFICATION AGREEMENT

0414511373916

This Modification Agreement prepared by:

MICHELLE EVANGELISTA, PROCESSOR  
P.O. Box 2071  
Milwaukee, WI 53201-2071

414511373916

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 23, 2003, is made and executed between EILEEN GALLEY LEEMING, whose address is 1143 S PLYMOUTH CT UNIT 101, CHICAGO, IL 60605 (referred to below as "Borrower"), EILEEN GALLEY LEEMING, whose address is 1143 S PLYMOUTH CT UNIT 101, CHICAGO, IL 60605; A SINGLE WOMAN (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 January 30, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated January 30, 2003 and recorded on February 26, 2003 in DOC NO. 0030271313 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 #17-16-424-007-1001

UNIT NUMBER 101 IN THE 1143 SOUTH PLYMOUTH COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 3 IN BLOCK 6 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SURVEY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134 BOTH INCLUSIVE, IN SCHOOL

**BATCH**

1 of 23

*sent  
P.O. Box  
NYC  
CO*

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SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A-2 TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25293723, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1143 S PLYMOUTH CT, CHICAGO, IL 60605. The Real Property tax identification number is 17-16-424-007-1001.

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 **\$32,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$32,000.00** at any one time.

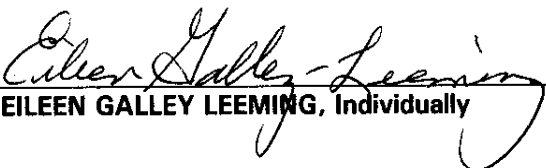
As of **December 23, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **1.31%**.

**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 DECEMBER 23, 2003.**

**BORROWER:**

x   
EILEEN GALLEY LEEMING, Individually

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## MODIFICATION AGREEMENT

Loan No: 414511373916

(Continued)

**GRANTOR:**

X Eileen Galley Leeming  
EILEEN GALLEY LEEMING, Individually

**LENDER:**

X Paula Shoughnessy  
Authorized Signer  
Paula Shoughnessy

### INDIVIDUAL ACKNOWLEDGMENT

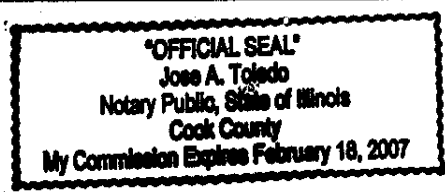
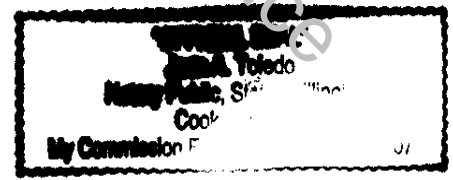
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **EILEEN GALLEY LEEMING**, 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 23 day of Dec, 20 03.

By [Signature]  
Notary Public in and for the State of ILLINOIS  
My commission expires Feb 18 2007

Residing at 6743 W Century



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## MODIFICATION AGREEMENT

Loan No: 414511373916

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

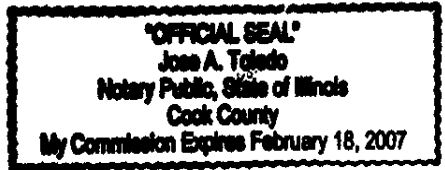
On this day before me, the undersigned Notary Public, personally appeared **EILEEN GALLEY LEEMING**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 23 day of Dec, 2003.

By [Signature] Residing at 6743 N Keating

Notary Public in and for the State of ILLINOIS

My commission expires Feb 18 2007



County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511373916

(Continued)

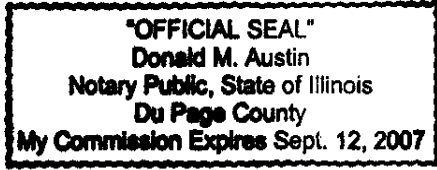
### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 )  
 COUNTY OF COOK )

On this 23 day of Dec, 03 before me, the undersigned Notary Public, personally appeared Paula Shaughnessy 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 Donald M. Austin Residing at Bank One

Notary Public in and for the State of ILLINOIS  
 My commission expires Sept. 12, 2007



DuPage County Clerk's Office