

Application # 0306164067



Account # 4854003492

Doc#: 0406431000  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 03/04/2004 08:00 AM Pg: 1 of 4



EQUITY LOAN PLAN ACCOUNT  
MODIFICATION AGREEMENT

THIS AGREEMENT is made by and between you, MATTHEW C PARR AND  
JOHNNA M BRIATTA, HUSBAND AND WIFE

(name), and us, Associated Bank, for the purpose described below.

**Recitals**

A. You established a Home Equity Line Plus, Equity Management Account, or Equity Loan Plan with us on January 13th, 2003. Your Account is evidenced in part by the following documents which are signed on that date: (1) a Home Equity Line Plus ("H.E.L.P") Account Agreement, an Equity Management Account Agreement, or Equity Loan Plan Account Agreement which will be called your "Account Agreement" for purposes of this Modification Agreement; (2) a Mortgage Note, and (3) a Real Estate Mortgage.

B. Your Account Agreement specifies a credit limit of \$ 75,000.00, which is also the amount of the Mortgage Note and Mortgage. You have requested us to increase your credit limit, and we have approved an increase of \$ 25,000.00.

C. This Modification Agreement affects the land described more fully in the Real Estate Mortgage, which was recorded in the Office of the Register of Deeds for Cook County on March 6th, 2003, in Reel/Vol. No. \_\_\_\_\_, Image/Page No. 0, as Document No. 0030316372. Property Description: See Attached Page Tax Key# 23-28-407-001.

**Agreement**

You and we therefore mutually agree as follows:

1. Your Account Agreement is modified to provide for a credit limit of \$ 100,000.00 (your new credit limit), and the amount of your Mortgage Note is increased to an amount equal to your new credit limit.
2. The principal amount referenced in the opening paragraph of your Real Estate Mortgage is increased to an amount equal to your new credit limit. It is your and our intention also that the reference in paragraph 4 of the Real Estate Mortgage to the sum specified in the opening paragraph of the Mortgage (that the principal sum secured by the Mortgage at any time will not exceed that amount) now means the new amount, as increased by this Agreement.
3. All other terms and conditions of the Account Agreement, Mortgage Note and Real Estate Mortgage remain the same and are not affected by this Agreement.
4. Notwithstanding the foregoing, you will not make and we will not be obligated to honor any purchases or cash advances in excess of your old credit limit until any rescission period applicable to this increase in your credit limit has expired and we are reasonable satisfied that no person with the right to rescind this credit limit increase has done so.

After recording, return to:

**Associated Bank**  
1305 Main Street, P.O. Box 208  
Stevens Point, WI 54481

22130821 (08/19/1999)



DLI-1

Handwritten notes and initials

**UNOFFICIAL COPY**

Each person who has signed below acknowledges receiving an exact copy of this Agreement with all blanks filled in.

The undersigned acknowledges receipt of an exact and completed copy of this Mortgage.

Signed and Sealed this 2nd day of July, 2003.

Matthew C. Parr (Seal) Johnna Briatta (Seal)  
\* MATTHEW C PARR \* JOHNNA M BRIATTA

Alias \_\_\_\_\_ Alias \_\_\_\_\_  
\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

\* \_\_\_\_\_ \*  
Alias \_\_\_\_\_ Alias \_\_\_\_\_

This instrument was drafted by LINDSAY, MICHAEL  
After recording, return to: Associated Bank, 1305 Main St., P.O. Box 226, Stevens Point, WI 54481  
\*Type or print name signed above.

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS )  
 )  
 )SS.  
Winnebago County. )

I the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT

MATTHEW C PARR AND JOHNNA M BRIATTA, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person; and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act for the uses and purpose therein, set forth, including the release and waiver of the right of homestead.

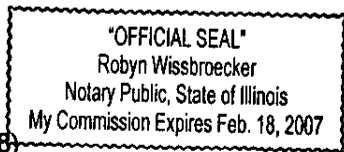
Given under my hand and official seal this

2nd day of July, 2003.

Robyn Wissbroecker  
(Notary Public)

\* Robyn Wissbroecker

Commission Expires: 2-18-07



# UNOFFICIAL COPY

Application # 0306164067

## Legal Description Continued

### EQUITY LOAN PLAN

### PROPERTY DESCRIPTION

**Borrowers:** MATTHEW C PARR

**Property Address:** 9807 SOMERSET LN  
Palos Park, IL 60464

SEE ATTACHED LEGAL DESCRIPTION

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

*LOT 16 IN KINVARRA HILLS, BEING A SUBDIVISION OF THE EAST ½ OF BLOCK 5  
AND ALL OF BLOCK 6 IN JOHN M. POWELL'S DIVISION OF THE SOUTHEAST ¼  
OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*

*PERMANENT TAX # 23-28-407-001*

Property of Cook County Clerk's Office