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Doc#: 0407022028
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 03/10/2004 10:00 AM Pg: 1 of 6

AFTER RECORDED RETURN TO:

Bank One, N.A.
10300 Kincaid Drive
Fishers, IN 46038
PARCEL NUMBER:
LOAN NUMBER: 12712683

MIN No. 100015000127126838
MERS Phone 1-888-679-6377

Prepared by:
Chad Welsh
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600



NOTE AND SECURITY INSTRUMENT MODIFICATION AGREEMENT

The State of Illinois

§

KNOW ALL MEN BY THESE PRESENTS:

County of Cook

§

Recitals

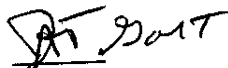
This agreement is made on **December 1, 2003**, between **Glenn M. Turner and Jill A Turner, husband and wife as joint tenants**, (herein "Borrower"), and **Bank One, N.A.** (herein "Lender") whose loan servicing address is **10300 Kincaid Drive, Fishers, IN 46038**, and **Mortgage Electronic Registration Systems, Inc.** (herein "Mortgagee"), for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on **October 22, 2002**, in favor of **Bank One, N.A.** and any previous modification(s) thereof, said Note being in the original principal amount of **\$245,000.00**, said Security Instrument having been granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026, and recorded in/under **0021237504** 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 **317 Robert Avenue, Wheeling, IL 60090** ("Property Address");

WITNESSETH:

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

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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 Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

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 annual interest rate set forth in paragraph 2 is changed from 5.75% to 5.875%.

The beginning date for monthly payments of principal and interest set forth in paragraph 3 is changed from December 1, 2003 to January 1, 2004.

The amount of the monthly payments of principal and interest set forth in paragraph 3, is changed from \$*See Construction Loan Addendum Rider to \$1,469.33.


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.

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

Borrower also will comply with all other covenants, agreements and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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

EXECUTED this the 10th day of December, 2003.

Glenn M. Turner
Glenn M. Turner -Borrower

Jill A. Turner
Jill A. Turner -Borrower

-Borrower

-Borrower

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

Mortgage Electronic Registration Systems, Inc.

By: Katrina Cooper
Name: Katrina Cooper
Title: Assistant Vice President

By: Mark A. Ashworth
Name: Mark A. Ashworth
Title: Certifying Officer

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Individual Acknowledgment

STATE OF ILLINOIS, Cook County ss:

I, Susan L. Beal, a Notary Public in and for said county and state, do hereby certify that Glenn M. Turner and Jill A Turner, husband and wife as joint tenants, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 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 10 day of December, 2003

My Commission expires: 01-06-07



[Signature]
Notary Public
Susan L. Beal Business Manager
Name and title

Corporate Acknowledgment

State of Indiana
County of Damilton

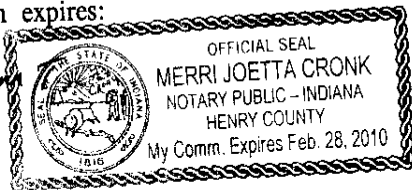
This instrument was acknowledged before me on December 16, 2003

by [Signature]
of [Signature]

[Signature]
Notary Public

My commission expires:

Initial [Signature]
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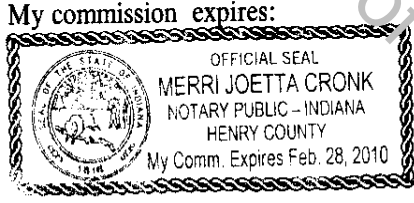
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Corporate Acknowledgment Merr Joetta Cronk, Notary

State of Indiana
County of Damilton

This instrument was acknowledged before me on December 15, 2003
by Mark D. Orkwith, Settlement Officer
of Walter D. Orkwith, Registered Agent

Merr Joetta Cronk
Notary Public
Merr Joetta Cronk, Notary



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Exhibit A

Legal Description

Loan # 12712683
Borrower: TURNER
Property: 317 ROBERT AVE.
WHEELING, IL 60090

LOT 63 IN POPLAR GROVE SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID Number: 0310114006-0000