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Doc#: 0409013011
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 03/30/2004 09:52 AM Pg: 1 of 8

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



2971682+3 00414511312314
SKERLOS, DINO
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:
DIANE M HAYDOCK, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511312314

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated February 20, 2004, is made and executed between DINO SKERLOS and MICHELLE SKERLOS, whose addresses are 5803 ARLINGDALE DR, PALATINE, IL 60067 and 5803 ARLINGDALE DR, PALATINE, IL 60067 (referred to below as "Borrower"), DINO SKERLOS, whose address is 5803 ARLINGDALE DR, PALATINE, IL 60067 and MICHELLE SKERLOS, whose address is 5803 ARLINGDALE DR, PALATINE, IL 60067; HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY (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 June 29, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated June 29, 2002 and recorded on July 25, 2002 in DOC #0020816444 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 : 02-28-400-022-0000

THE FOLLOWING REAL ESTATE: LOT 2 IN BLOCK 1 IN HIGHLAND MEADOWS , BEING A SUBDIVISION OF PARTS OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4

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MODIFICATION AGREEMENT

Loan No: 414511312314

(Continued)

PF SECTION 28 AND PART OF LOT 1 IN GEISLER'S SUBDIVISION, RECORDED AS DOCUMENT NO. 14369552, ALL IN TOWNSHIP 42 NORTH, RANGE 10 THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1978 AS DOCUMENT NO. 24731265, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5803 ARLINGDALE DR, PALATINE, IL 60067. The Real Property tax identification number is 02-28-400-022-0000.

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 **\$107,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$107,000.00** at any one time.

As of **February 20, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.

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 FEBRUARY 20, 2004.

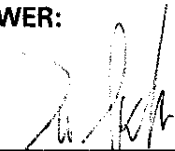
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MODIFICATION AGREEMENT

Loan No: 414511312314

(Continued)

BORROWER:


X 

 DINO SKERLOS, Individually

X 

 MICHELLE SKERLOS, Individually

GRANTOR:


X 

 DINO SKERLOS, Individually

X 

 MICHELLE SKERLOS, Individually

LENDER:

X 

 Authorized Signer

Property of Cook County Clerk's Office

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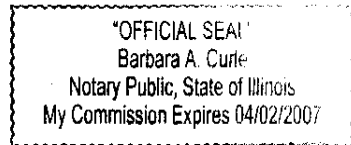
MODIFICATION AGREEMENT

Loan No: 414511312314

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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On this day before me, the undersigned Notary Public, personally appeared **DINO SKERLOS**, 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 20th day of February, 2004.

By Barbara A. Curle Residing at Elgin Illinois
 Notary Public in and for the State of Illinois
 My commission expires 04/02/2007

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511312314

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

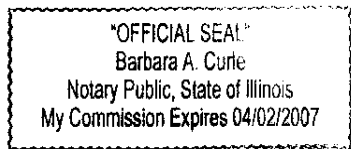
STATE OF Illinois

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) SS

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **MICHELLE SKERLOS**, 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 20th day of February, 2004.

By Barbara A. Curle

Residing at Elgin Illinois

Notary Public in and for the State of Illinois

My commission expires 04/02/2007

Property of Cook County Clerk's Office

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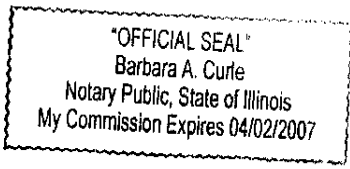
MODIFICATION AGREEMENT

Loan No: 414511312314

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
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) SS
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 COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **DINO SKERLOS**, 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 20th day of February, 2004.

By Barbara A. Curte Residing at Elgin Illinois

Notary Public in and for the State of Illinois

My commission expires 04/02/2007

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511312314

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

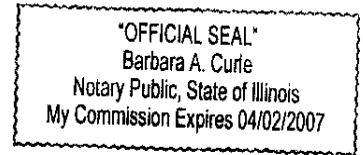
STATE OF Illinois)

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COUNTY OF Cook)

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On this day before me, the undersigned Notary Public, personally appeared **MICHELLE SKERLOS**, 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 20th day of February, 2004.

By Barbara A. Curie

Residing at Elgin Illinois

Notary Public in and for the State of Illinois

My commission expires 04/02/2007

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511312314

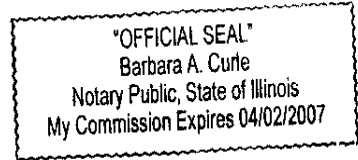
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LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this 20th day of February, 2004 before me, the undersigned Notary Public, personally appeared GIUSEPPE VENEZIANO and known to me to be the OFFICER, 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 Barbara A. Curle Residing at Evanston, Illinois
Notary Public in and for the State of Illinois

My commission expires 04/02/2007

County Clerk's Office