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Doc#: 0409716060
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 04/06/2004 09:28 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



3303430+3 00414511402826
HOPSON, GERALYN
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:
EUGENIA MALSACK, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511402826

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 15, 2004 is made and executed between MELVIN C HOPSON and GERALYN A HOPSON, whose addresses are 1515 S PRAIRIE AVE UNIT 513, CHICAGO, IL 60605 and 1515 S PRAIRIE AVE UNIT 513, CHICAGO, IL 60605 (referred to below as "Borrower"), MELVIN C HOPSON, whose address is 1515 S PRAIRIE AVE UNIT 513, CHICAGO, IL 60605 and GERALYN A HOPSON, whose address is 1515 S PRAIRIE AVE UNIT 513, CHICAGO, IL 60605; HUSBAND AND WIFE AS JOINT TENANTS (referred to below as "Grantor"), and BANK ONE, NA (CHIC) (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 May 10, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated May 10, 2003 and recorded on June 23, 2003 in DOC #0317217127 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 22 110 029 0000

UNIT 513 AND P-104, P-105, P-106 IN THE PRAIRIE HOUSE AT CENTRAL STATION CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

54
p/8
54
amy
J.N

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511402826

(Continued)

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION BEING A SUBDIVISION IN SAID NORTHWEST FRACTIONAL 1/4 OF SECTION 22; THENCE SOUTHERLY 66.49 FEET ALONG THE EAST LINE OF SOUTH PRAIRIE AVENUE BEING THE ARC OF A CIRCLE CONVEX EASTERLY, HAVING A RADIUS OF 316.00 FEET AND WHOSE CHORD BEARS SOUTH 06 DEGREES 00 MINUTES 21 SECONDS EAST 66.337 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTH ALONG SAID EAST LINE 371.0 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF EAST 15TH PLACE; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 232.93 FEET ALONG SAID EXTENSION; THENCE NORTH 08 DEGREES 24 MINUTES 46 SECONDS WEST 441.78 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 341 SECONDS WEST 175.10 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHWEST FRACTIONAL 1/4 OF SECTION 22; THENCE SOUTHERLY 65.38 FEET ALONG THE EAST LINE OF SOUTH PRAIRIE AVENUE BEING THE ARC OF A CIRCLE CONVEX EASTERLY, HAVING A RADIUS OF 316.00 FEET AND WHOSE CHORD BEARS SOUTH 06 DEGREES 06 MINUTES 23 SECONDS EAST, A DISTANCE OF 65.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY 1.11 FEET ALONG SAID EAST LINE OF SOUTH PRAIRIE AVENUE BEING AN ARC OF A CIRCLE CONVEX EASTERLY HAVING A RADIUS OF 316.00 FEET AND WHOSE CHORD BEARS SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE OF SOUTH PRAIRIE AVENUE, 197.59 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 41.72 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST 198.69 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 41.72 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1515 S PRAIRIE AVE UNIT 513, CHICAGO, IL 60605. The Real Property tax identification number is 17 22 10 029 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 **\$200,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$200,000.00** at any one time.

As of **March 15, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-1.01%**.

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

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MODIFICATION AGREEMENT

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(Continued)

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 MARCH 15, 2004.

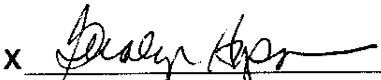
BORROWER:

X 
MELVIN C HOPSON, Individually

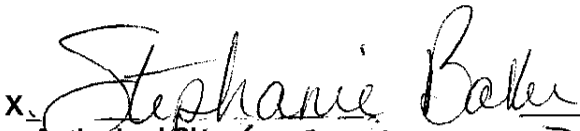
X 
GERALYN A HOPSON, Individually

GRANTOR:

X 
MELVIN C HOPSON, Individually

X 
GERALYN A HOPSON, Individually

LENDER:

X 
Authorized Signer STEPHANIE BAKER

Property of Cook County Clerk's Office

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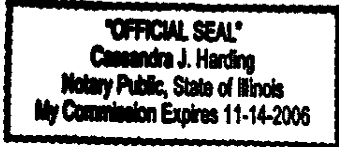
Loan No: 414511402826

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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 **MELVIN C HOPSON**, 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 15th day of March, 2004.

By Cassandra J. Harding Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 11-14-2006

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511402826

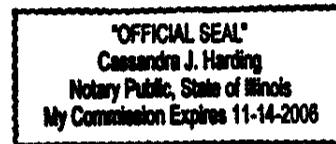
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **GERALYN A HOPSON**, 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 15th day of March, 2004.

By Cassandra J. Harding Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 11-14-2006

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MODIFICATION AGREEMENT

Loan No: 414511402826

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

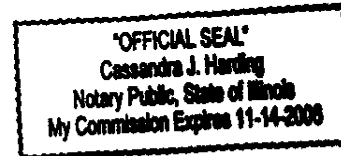
STATE OF Illinois

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COUNTY OF Cook

) SS

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On this day before me, the undersigned Notary Public, personally appeared **MELVIN C HOPSON**, 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 15th day of March, 2004.

By Cassandra J. Harding Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 11-14-2006

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MODIFICATION AGREEMENT

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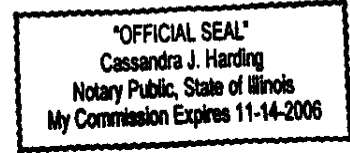
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)

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) SS
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On this day before me, the undersigned Notary Public, personally appeared **GERALYN A HOPSON**, 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 15th day of March, 2004.

By Cassandra J. Harding Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 11-14-2006

Property of Cook County Clerk's Office

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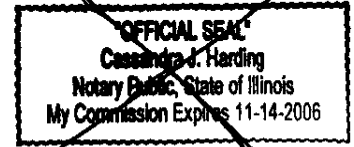
MODIFICATION AGREEMENT

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(Continued)

LENDER ACKNOWLEDGMENT

STATE OF KY)
)
 COUNTY OF Fayette Co.) SS
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On this 25th day of March , 2004 before me, the undersigned Notary Public, personally appeared STEPHANIE BAKER and known to me to be the BANK ONE , 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 William Hurst Jr. Residing at Fayette Co.

Notary Public in and for the State of KY
 My commission expires November 13, 2007



Clerk's Office
 of Fayette County