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Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 04/06/2004 10:16 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:

Bank One, N.A. Retail Loan
Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



3204040+4 00414511377478
CHERNYAK, MIKHAIL
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

LORRI ALBRIGHT, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511377478

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated February 26, 2004, is made and executed between MIKHAIL CHERNYAK and TSILYA CHERNYAK, whose addresses are 465 BRADLEY RD, BUFFALO GROVE, IL 60089 and 465 BRADLEY RD, BUFFALO GROVE, IL 60089 (referred to below as "Borrower"), MIKHAIL CHERNYAK, whose address is 465 BRADLEY RD, BUFFALO GROVE, IL 60089 and TSILYA CHERNYAK, whose address is 465 BRADLEY RD, BUFFALO GROVE, IL 60089; 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 February 12, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 12, 2003 and recorded on February 28, 2003 in DOC#0030285883 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: 03-05-414-037-0000

LOT 19 IN WINDSOR RIDGE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1989 AS DOCUMENT

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J.M

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

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(Continued)

NUMBER 89375859, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 465 BRADLEY RD, BUFFALO GROVE, IL 60089. The Real Property tax identification number is 03-05-414-037-0000.

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 **\$163,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$163,000.00** at any one time.

As of **February 26, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.51%**.

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 26, 2004.

BORROWER:

x 
 MIKHAIL CHERNYAK, Individually

x 
 TSILYA CHERNYAK, Individually

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MODIFICATION AGREEMENT

Loan No: 414511377478

(Continued)

GRANTOR:

X *Mikhail Chernyak*
MIKHAIL CHERNYAK, Individually

X *Tsilya Chernyak*
TSILYA CHERNYAK, Individually

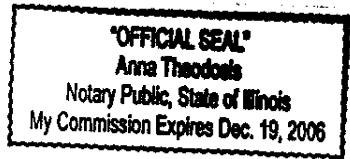
LENDER:

X *Anna Theodos*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

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) SS



COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **MIKHAIL CHERNYAK**, 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 Feb. day of 26, 2004.

By *Anna Theodos* Residing at MORTON GROVE

Notary Public in and for the State of ILLINOIS

My commission expires Dec 19 2006

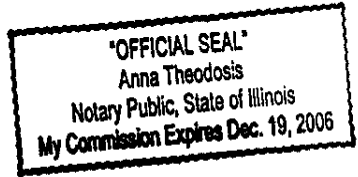
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MODIFICATION AGREEMENT

Loan No: 414511377478

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INDIVIDUAL ACKNOWLEDGMENT



STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **TSILYA CHERNYAK**, 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 26th day of Feb, 2001.

By *A. Theodosis* Residing at MORTON GROVE

Notary Public in and for the State of ILLINOIS

My commission expires Dec. 19 2004

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

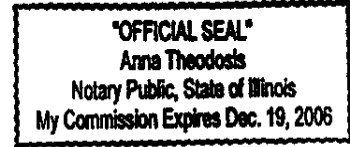
Loan No: 414511377478

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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 **MIKHAIL CHERNYAK**, 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 26th day of Feb., 2004.

By *A. Theodos*

Residing at MORTON GROVE

Notary Public in and for the State of ILLINOIS

My commission expires Dec. 19 2004

Property of Cook County Clerk's Office

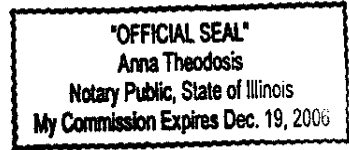
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MODIFICATION AGREEMENT

Loan No: 414511377478

(Continued)

INDIVIDUAL ACKNOWLEDGMENT



STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **TSILYA CHERNYAK**, 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 26th day of Feb., 2004.

By *A Theodosis* Residing at MORTON GROVE

Notary Public in and for the State of ILLINOIS

My commission expires Dec. 19 2006

Property of Cook County Clerk's Office

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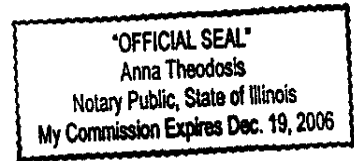
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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)



On this 20th day of Feb, 2004 before me, the undersigned Notary Public, personally appeared _____ 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 [Signature]
Notary Public in and for the State of ILLINOIS

Residing at MORTON GROVE

My commission expires Dec. 19, 2006

PROPERTY OF COOK COUNTY CLERK'S OFFICE