



Doc#: 0410449030
Eugene "Gene" Moore Fee: \$58.50
Cook County Recorder of Deeds
Date: 04/13/2004 07:46 AM Pg: 1 of 5

TAX ID# 12-12-116-047-0000

Chase Manhattan Bank USA, N.A.

ILLINOIS
MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND MORTGAGE

This Modification Agreement (the "Agreement") is made on this day 12/4/03 between
MARK J WALTER

and **Chase Manhattan Bank USA, N.A.**
In this Agreement the words "you" and "your" mean each person, individually and jointly, who sign this Agreement as "Borrower". The words "we", "us", and "our" mean **Chase Manhattan Bank USA, N.A.**

WHEREAS you have entered into a Home Equity Line of Credit Agreement & Disclosure Statement (the "Line of Credit Agreement") with **Chase Manhattan Bank USA, N.A.** dated 01/14/02 which is secured by a Mortgage of the same date, recorded in among the Land Records of COOK County, Illinois in Book 00200 51908 Page number 54998 (the "Security Instruments"), covering real property located at 7826 WEST BERWYN AVE, CHICAGO, IL 60656-1606 (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents"); and

WHEREAS, you desire that we increase your credit limit under the Loan Documents.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us as follows:

A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of December 4, 2003 (The Effective Date), your Credit Limit under the Line of Credit Agreement is increased to \$ 80,000.00.

B. MODIFICATION OF SECURITY INSTRUMENT

As of the Effective Date, the Security Instrument is modified to increase the principal sum that may be secured from \$ 55,000.00 to \$ 80,000.00. Except as to the increase in the principal sum secured, this Agreement shall not affect our security interest in, or lien priority on the property. This Agreement shall not be construed to be a satisfaction, novation or partial or total release of the Line of Credit Agreement or the Security Instrument.

C. OTHER TERMS

Except as amended by this Agreement, all terms and conditions of the Loan Document shall remain in full force and effect.

P.I.N.
This document was prepared by and, after recording, should be returned to:
Chase Manhattan Bank USA, N.A., Chase Manhattan Home Equity Services,
One Chase Square, MC-4, Rochester, New York 14643

Reference # 033241505313

Handwritten initials and "S-N" at the bottom right corner.

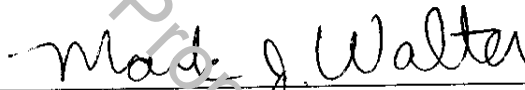
UNOFFICIAL COPY

We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

D. MISCELLANEOUS

In the event of any conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

 (SEAL) 12/4/03
 (Borrower) **MARK J. WALTER** (Date)

_____ (SEAL) _____
 (Borrower) (Date)

_____ (SEAL) _____
 (Borrower) (Date)

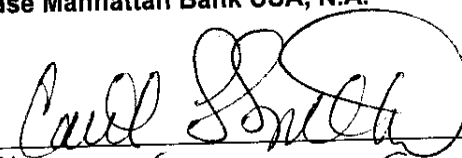
_____ (SEAL) _____
 (Borrower) (Date)

[If Borrower is a Trust]

Trust No. _____ of _____

By: _____ (SEAL) Date: _____
 Name:
 Title:

Accepted by:
Chase Manhattan Bank USA, N.A.

 (SEAL) 12/1/03
 By: _____ Date: _____
 Name: **CAROL L. SMITH**
 Title: **ASSISTANT VICE PRESIDENT**

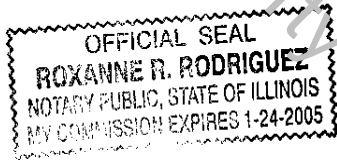
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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
COUNTY OF Cook) to wit:

I, Roxanne R. Rodriguez a Notary Public in and for the County and State aforesaid, do hereby certify that Mark T. Walter

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 ~~signed~~ signed and delivered the instrument as his/~~her~~ their free and voluntary act, for the uses and purposes therein set forth.



Roxanne R. Rodriguez (SEAL)
Notary Public

My commission expires: 1-24-2005

[If Borrower is a Trust]

STATE OF ILLINOIS)
COUNTY OF _____) to wit:

The foregoing instrument was acknowledged before me on this _____ day of _____, _____ by _____, the _____ of _____, an Illinois corporation, on behalf of the said corporation, in its capacity as Trustee.

Notary Public (SEAL)

My commission expires: _____

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LEGAL DESCRIPTION

THE EAST HALF OF LOT 17 AND THE WEST 25 FEET OF LOT 18 IN BLOCK 7 IN KINSEY'S
CANFIELD ROAD SUBDIVISION OF SECTION 1 AND SECTION 12, TOWNSHIP 40 NORTH, RANGE
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-12-116-097-0000

Property of Cook County Clerk's Office