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Cook County Recorder of Deeds
Date: 04/14/2004 11:32 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



3352684+2
KLEIN, MAXINE
MODIFICATION AGREEMENT

00414511423852

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

MARY E. SPEARO, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511423852

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 20, 2004 is made and executed between DAVID M KLEIN and MAXINE W KLEIN, whose addresses are 4540 LILAC AVE, GLENVIEW, IL 60025 and 4540 LILAC AVE, GLENVIEW, IL 60025 (referred to below as "Borrower"), DAVID M KLEIN, whose address is 4540 LILAC AVE, GLENVIEW, IL 60025 and MAXINE W KLEIN, whose address is 4540 LILAC AVE, GLENVIEW, IL 60025; HUSBAND AND WIFE, AS JOINT TENANTS (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 28, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **June 28, 2003** and recorded on **September 29, 2003** in DOC #0327231030 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 : 04 30 406 013 0000

LOT 13 IN NORTHFIELD WOODS, A SUBDIVISION OF PART OF LOT 3 IN SUPERIOR COURT PARTITION OF LOTS 6 AND 8 IN COUNTY CLERK'S DIVISION IN THE WEST HALF OF SECTION 29 AND ALSO OF LOTS 7 AND 8 IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 42

1 32

S)
P)
S)
M)
J)

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511423852

(Continued)

NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4540 LILAC AVE, GLENVIEW, IL 60025. The Real Property tax identification number is 04 30 406 013 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 **\$100,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$100,000.00** at any one time.


As of **March 20, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.4%**.

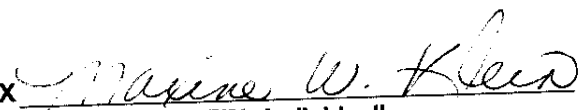
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MARCH 20, 2004.

BORROWER:

X 
 DAVID M KLEIN, Individually

X 
 MAXINE W KLEIN, Individually

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MODIFICATION AGREEMENT

Loan No: 414511423852

(Continued)

GRANTOR:

X *David M Klein*
DAVID M KLEIN, Individually

X *Maxine W Klein*
MAXINE W KLEIN, Individually

Maira L Peel



LENDER:

X *Maira L Peel*
Authorized Signer
Maira Peel

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **DAVID M KLEIN**, 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 MARCH, 2004.

By *Maira L Peel* Residing at *BANK ONE*

Notary Public in and for the State of IL

My commission expires 03 June 07

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MODIFICATION AGREEMENT

Loan No: 414511423852

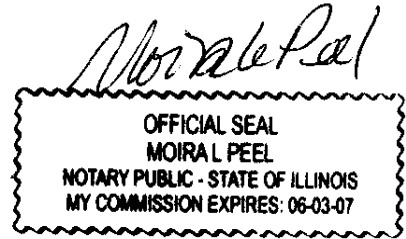
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL _____)

COUNTY OF COOK _____)

)
) SS
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On this day before me, the undersigned Notary Public, personally appeared **MAXINE W KLEIN**, 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 March, 2004.

By MOIRAL PEEL _____ Residing at Bank One _____

Notary Public in and for the State of IL _____

My commission expires 03 June 07 _____

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511423852

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

Moira Peel



STATE OF IL)

COUNTY OF COOK)

) SS

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On this day before me, the undersigned Notary Public, personally appeared **DAVID M KLEIN**, 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 March, 2004.

By MOIRA L PEEL Residing at Bank ONE

Notary Public in and for the State of IL

My commission expires 03 June 07

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511423852

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

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) SS
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Moiral Peel



On this day before me, the undersigned Notary Public, personally appeared **MAXINE W KLEIN**, 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 March, 2004.

By MOIRAL L PEEL Residing at Bank ONE

Notary Public in and for the State of IL

My commission expires 03 June 07

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

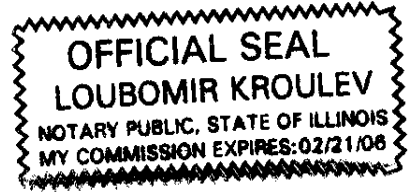
Loan No: 414511423852

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Coole



On this 20th day of March, 2004 before me, the undersigned Notary Public, personally appeared NOTIA PEEL and known to me to be the Personal Banker, 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 Loubomir Kroulev Residing at 990 River Dr

Notary Public in and for the State of Illinois

My commission expires 02/21/08

Coole County Clerk's Office