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Doc#: 0414113054
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 05/20/2004 10:38 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



3320586+3 00414511415243
KLUSAK, DAVID
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

PAULA K SAUFL, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511415243

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 29, 2004, is made and executed between DAVID J KLUSAK and NATALIE KLUSAK, whose addresses are 408 S ASHLAND, LAGRANGE, IL 60525 and 408 S ASHLAND, LAGRANGE, IL 60525 (referred to below as "Borrower"); DAVID J KLUSAK, whose address is 408 S ASHLAND, LAGRANGE, IL 60525 and NATALIE KLUSAK, whose address is 408 S ASHLAND, LAGRANGE, IL 60525; HUSBAND AND WIFE (referred to below as "Grantor"), and BANK ONE, (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 **May 29, 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 29, 2003** and recorded on **June 24, 2003** in **DOC# 0317532029** 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: 18-04-3258-016

LOT 3 IN BLOCK 2 IN LAGRANGE, A SUBDIVISION OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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UNOFFICIAL COPY**MODIFICATION AGREEMENT**

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(Continued)

The Real Property or its address is commonly known as 408 S ASHLAND, LAGRANGE, IL 60525. The Real Property tax identification number is 18-04-3258-016.

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 **April 29, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0%**.

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 modification. 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 APRIL 29, 2004.

BORROWER:

x David J Klusak
DAVID J KLUSAK, Individually

x Natalie Klusak
NATALIE KLUSAK, Individually

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MODIFICATION AGREEMENT

Loan No: 414511415243

(Continued)

GRANTOR:

x David J Klusak
DAVID J KLUSAK, Individually

x Natalie Klusak
NATALIE KLUSAK, Individually

LENDER:

x Nancy A. Johnson
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

)
) SS

COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **DAVID J KLUSAK**, 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 29 day of April, 2004.

By Nancy A. Johnson

Residing at Clark lawn, ill

Notary Public in and for the State of IL

My commission expires 10-16-2007

OFFICIAL SEAL
Nancy A. Johnson
Notary Public, State of Illinois
Cook County
My Commission Expires 10-16-07

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MODIFICATION AGREEMENT

Loan No: 414511415243

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INDIVIDUAL ACKNOWLEDGMENT

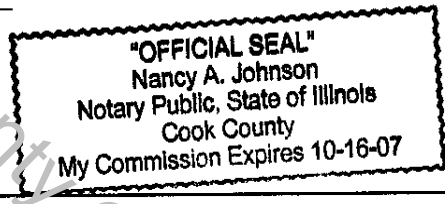
STATE OF IL)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **NATALIE KLUSAK**, 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 29 day of April, 2004.

By Nancy A. Johnson Residing at Oak Lawn, IL
 Notary Public in and for the State of IL

My commission expires 10-16-2007



Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511415243

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

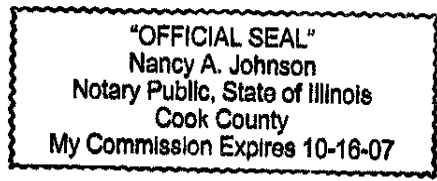
On this day before me, the undersigned Notary Public, personally appeared **DAVID J KLUSAK**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of April, 2004.

By Nancy A. Johnson Residing at Clark lawn, ill

Notary Public in and for the State of IL

My commission expires 10-16-2007



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511415243

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

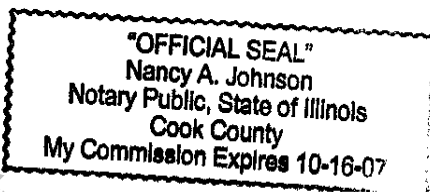
On this day before me, the undersigned Notary Public, personally appeared **NATALIE KLUSAK**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of April, 2004.

By Nancy A. Johnson Residing at Clark Lawn, Ill

Notary Public in and for the State of IL

My commission expires 10-16-2007



Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511415243

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 29 day of APRIL, 2004 before me, the undersigned Notary Public, personally appeared NANCY A. JOHNSON and known to me to be the Individual described, 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 Lorraine Barton Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 01-29-2008

"OFFICIAL SEAL"
 Lorraine Barton
 Notary Public, State of Illinois
 Cook County
 My Commission Expires January 29, 2008

Notary Public of Cook County Clerk's Office