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Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 05/25/2004 11:38 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



2682679+5 00414511232604
AN, AMY
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

DAVID T. HORSCHAK, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511232604

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 6, 2004, is made and executed between TAE SON AN and AMY MYUNG AN, whose addresses are 10185 KATHY CT, DES PLAINES, IL 60016 and 10185 KATHY CT, DES PLAINES, IL 60016 (referred to below as "Borrower"), TAE SON AN, whose address is 10185 KATHY CT, DES PLAINES, IL 60016 and AMY MYUNG AN, whose address is 10185 KATHY CT, DES PLAINES, IL 60016; 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 **September 15, 2001**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 15, 2001** and recorded on **October 18, 2001** in **DOC #0010970624** 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 : 09-10-104-045-0000

LOT 8 IN PINEHURST PLANNED UNIT DEVELOPMENT PLANT OF PART OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD

SV
CSA
my
J.M

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(Continued)

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10185 KATHY CT, DES PLAINES, IL 60016.
The Real Property tax identification number is 09-10-104-045-0000.

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 **\$111,800.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$111,800.00** at any one time.

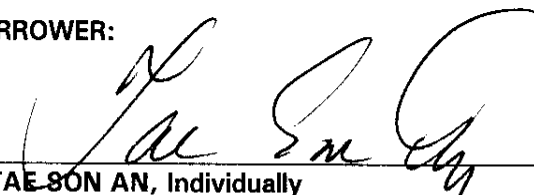
As of **May 6, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.000%**.

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 MAY 6, 2004.

BORROWER:

x 
TAE SON AN, Individually

x 
AMY MYUNG AN, Individually

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MODIFICATION AGREEMENT

Loan No: 414511232604

(Continued)

GRANTOR:

x *Tae Son An*
 TAE SON AN, Individually

x *Amy Myung An*
 AMY MYUNG AN, Individually

LENDER:

x *[Signature]*
 Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF *IL*

COUNTY OF *Cook*



On this day before me, the undersigned Notary Public, personally appeared **TAE SON AN**, 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 *07th* day of *May*, 20*04*.

By *[Signature]*

Residing at *Bank One, Sauganash*

Notary Public in and for the State of *IL*

My commission expires *11/4/2006*

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MODIFICATION AGREEMENT

Loan No: 414511232604

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **AMY MYUNG AN**, 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 6th day of May, 2004.

By [Signature]

Residing at Bank One, Sauganash

Notary Public in and for the State of IL

My commission expires 11/4/2006

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

Loan No: 414511232604

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared **TAE SON AN**, 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 6th day of May, 2008.

By [Signature]

Residing at Bank One, Sauganash

Notary Public in and for the State of IL

My commission expires 11/4/2008

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

Loan No: 414511232604

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **AMY MYUNG AN**, 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 6th day of May, 2004.

By [Signature]
Notary Public in and for the State of IL

Residing at Sauganash Bank One

My commission expires 11/4/2006

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this 05 day of May, 2004, before me, the undersigned Notary Public, personally appeared Tarson An + Amy Nguyen 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 IL

Residing at Bank One, Sugar Creek

My commission expires 11/4/2006

County of Cook Clerk's Office