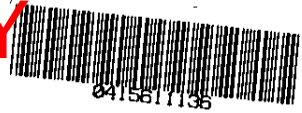


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Chase Manhattan Bank USA, N.A.

ILLINOIS  
MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND MORTGAGE

Doc#: 0415611136  
Eugene "Gene" Moore Fee: \$58.00  
Cook County Recorder of Deeds  
Date: 08/04/2004 12:41 PM Pg: 1 of 5

#1978740

This Modification Agreement (the "Agreement") is made on this day 5/24/04 between  
**JOHN T MAHER and MARY A MAHER**  
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 MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND MORTGAGE  
(the "Line of Credit Agreement") with **Chase Manhattan Bank USA, N.A. as successor in interest to The Chase Man**  
dated 11/10/03, which is secured by a Mortgage of the same date, recorded in among the Land  
Records of COOK County, Illinois in Book 0331204174 Page number \_\_\_\_\_  
(the "Security Instruments"), covering real property located at \_\_\_\_\_  
**10404 S KEATING AVE APT. 2B, OAK LAWN, IL 60453-4763**  
(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 May 24, 2004 (The Effective Date), your Credit Limit under the Line of Credit Agreement is increased to \$ 144,200.00.

**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 \$ 100,200.00 to \$ 144,200.00. 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**

BOX 162

O'Connor Title  
Services, Inc.

# 455-0166

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 # 040780940433

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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.

John T. Maher (SEAL)  
(Borrower) JOHN T MAHER

5/24/04  
(Date)

Mary A. Maher (SEAL)  
(Borrower) MARY A MAHER

5/24/04  
(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. as successor in interest to The Chase Manhattan Bank

By: Carol J. Ricigliano (SEAL)  
Name:  
Title:

Date: 5-19-04

CAROL J. RICIGLIANO  
MORTGAGE OFFICER

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## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
COUNTY OF Cook ) to wit:

I, TERESA Y. TILLMAN-TERRY, a Notary Public in and for the County and State aforesaid, do hereby certify that JOHN T. MAHER & MARY A. MAHER

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



Teresa Y. Tillman-Terry (SEAL)  
Notary Public

My commission expires: 6/9/04

[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)

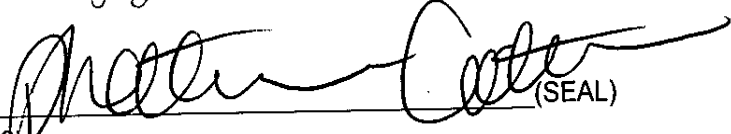
My commission expires: \_\_\_\_\_

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## ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) to wit:  
COUNTY OF MONROE )

On this 19th day of May, 2004, before me,  
Phatsaphone Cottrill, the undersigned officer, personally  
appeared Carol J. Licigliano, who acknowledged  
himself/herself to be the mortgage officer of  
Chase Manhattan Bank USA, N.A., a national banking association, and  
that he/she, as such mortgage officer, being authorized so to do, executed  
the foregoing Modification Agreement for the purposes therein contained by signing the name of the  
said corporation by himself/herself as mortgage officer.

  
\_\_\_\_\_  
Title: \_\_\_\_\_ (SEAL)

My commission/term of office expires on: \_\_\_\_\_

PHATSAPHONE COTTRILL  
Notary Public, State of New York  
No. 01CO6090565  
Qualified in Monroe County  
Commission Expires April 14, 2007

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Free Form for: 20-01915145

**.LEGAL DESCRIPTION**

UNIT 2B IN THE OAKS OF OAK LAWN CONDOMINIUM PHASE II DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN THE OAKS OF OAK LAWN BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT &#8220;A&#8221; TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 95607872 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS MAY BE AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY CONVEYED TO JOHN T. MAHER AND MARY A. MAHER HUSBAND AND WIFE TENANTS BY THE ENTIRETY BY DEED FROM MARILYN T. MILLERICK, TRUSTEE OF TRUST #1, DATED 2-28-84 RECORDED 12/23/2002 IN DOCUMENT NO 0021429143

TAX ID# 24-15-107-051-0009