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Doc#: 0415616019
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 06/04/2004 08:47 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

Bank One, N.A. Retail Loan
Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



3227830+5 00414511383186
DONES, WILMAN
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

LANA SKOPCENKO, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511383186

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 19, 2004, is made and executed between WILMAN DONES SR, whose address is 5251 S ROCKWELL ST, CHICAGO, IL 60632 (referred to below as "Borrower"), WILMAN DONES SR, whose address is 5251 S ROCKWELL ST, CHICAGO, IL 60632 and SELERINA DONES, whose address is 5251 S ROCKWELL ST, CHICAGO, IL 60632; AS HUSBAND AND WIFE, 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 **March 4, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 4, 2003** and recorded on **March 25, 2003** in **DOC # 0030400915** 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 : 19 12 412 018 0000

LOT 76 IN D.J. KENNEDY PARK ADDITION TO THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5251 S ROCKWELL ST, CHICAGO, IL 60632.

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UNOFFICIAL COPY**MODIFICATION AGREEMENT**

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Loan No: 414511383186

(Continued)

The Real Property tax identification number is 19 12 412 018 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 **\$135,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$135,000.00** at any one time.

As of **May 19, 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 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 19, 2004.

BORROWER:

x Wilman Jones Sr.
WILMAN DONES SR, Individually

GRANTOR:

x Wilman Jones Sr.
WILMAN DONES SR, Individually

x Selerina Donos.
SELERINA DONES, Individually

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MODIFICATION AGREEMENT

Loan No: 414511383186

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LENDER:

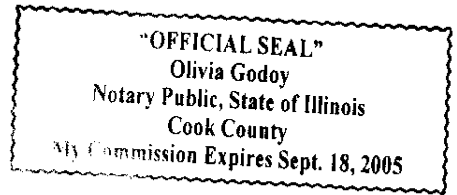
x *Olivia Godoy*
 Authorized Signer *Olivia Godoy*

INDIVIDUAL ACKNOWLEDGMENT

STATE OF *IL*)

COUNTY OF *COOK*)

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **WILMAN DONES SR**, 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 *14th* day of *May*, 20*04*.

By *Olivia Godoy* Residing at *Chicago*

Notary Public in and for the State of *IL*

My commission expires *9/18/05*

Property of Cook County Clerk's Office

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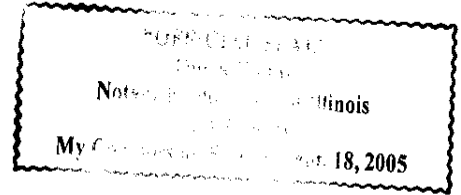
MODIFICATION AGREEMENT

Loan No: 414511383186

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
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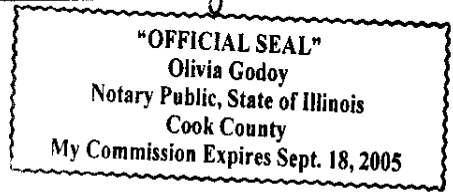


On this day before me, the undersigned Notary Public, personally appeared **WILMAN DONES SR**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 19th day of May, 2004.

By Olivia Godoy Residing at Chicago

Notary Public in and for the State of IL
 My commission expires 9/18/05



Property of Cook County Clerk's Office

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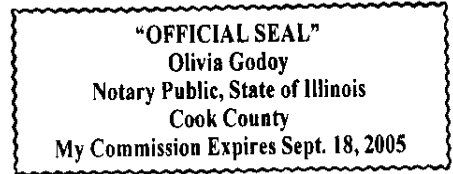
MODIFICATION AGREEMENT

Loan No: 414511383186

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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 **SELERINA DONES**, 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 19th day of May, 2004.

By Olivia Godoy Residing at Chicago

Notary Public in and for the State of IL

My commission expires 9/18/05

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511383186

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LENDER ACKNOWLEDGMENT

STATE OF

IL

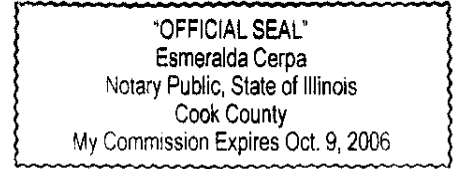
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COUNTY OF

COOK

) SS

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On this 10th day of May, 2004 before me, the undersigned Notary Public, personally appeared Dina Godey and known to me to be the 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

Esmeralda Cerpa

Residing at

Chicago

Notary Public in and for the State of

IL

My commission expires

10-09-06

Clerk's Office of Cook County