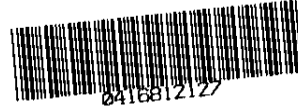


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Doc#: 0416812127
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 06/16/2004 03:47 PM Pg: 1 of 7

WHEN RECORDED MAIL TO:
Bank One, N.A. Retail Loan
Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



FOR RECORDER'S USE ONLY

3295033+3
NEELY, HARRIET
MODIFICATION AGREEMENT

00414511408595

This Modification Agreement prepared by:

BELINDA ADAMS, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511408595

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 22, 2004, is made and executed between HARRIET LEE NEELY and RODNEY NEELY, whose addresses are 4848 S CORNELL AVE, CHICAGO, IL 60615 and 4848 S CORNELL AVE, CHICAGO, IL 60615 (referred to below as "Borrower"), HARRIETT LEE NEELY AKA HARRIETT NEELY, whose address is 4848 S CORNELL AVE, CHICAGO, IL 60615 and RODNEY NEELY, whose address is 4848 S CORNELL AVE, CHICAGO, IL 60615; WIFE AND HUSBAND, 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 May 8, 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 8, 2003 and recorded on June 16, 2003 in DOC # 0316735454 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: 20 11 217 052

LOT 12 IN SOUTH CORNELL, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF FRACTIONAL SECTION 12 AND THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SV
P/S
SA
/m
/m

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Page 2

Loan No: 414511408595

(Continued)

The Real Property or its address is commonly known as 4848 S CORNELL AVE, CHICAGO, IL 60615.
The Real Property tax identification number is 20 11 217 052.

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 **\$175,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$175,000.00** at any one time.

As of **May 22, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.51%**.

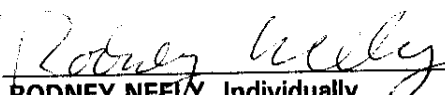
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 22, 2004.

BORROWER:

x 
HARRIET LEE NEELY, Individually

x 
RODNEY NEELY, Individually

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MODIFICATION AGREEMENT

Loan No: 414511408595

(Continued)

GRANTOR:

X Harriett Lee Neely
HARRIETT LEE NEELY AKA HARRIETT
NEELY, Individually

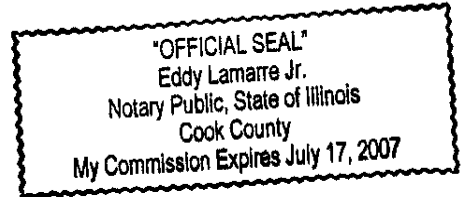
X Rodney Neely
RODNEY NEELY, Individually

LENDER:

X Eddy Lamarre Jr
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill
COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **HARRIETT LEE NEELY**, 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 27 day of August, 2004.

By Eddy Lamarre Jr Residing at 6650 S Stony Island Chicago IL 60637
Notary Public in and for the State of Ill
My commission expires 7-17-2007

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MODIFICATION AGREEMENT

Loan No: 414511408595

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

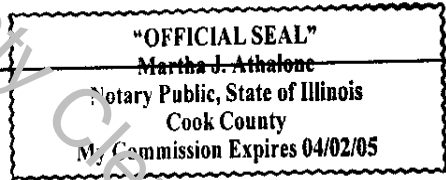
On this day before me, the undersigned Notary Public, personally appeared **RODNEY NEELY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 28th day of MAY, 2004.

By Martha Athalone Residing at 6650 S. Stony Island
CHgo. 21. 60637

Notary Public in and for the State of IL

My commission expires 4/2/05



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511408595

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **HARRIETT LEE NEELY AKA HARRIETT NEELY**, 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 28th day of MAY, 2004.

By Martha J. Athalone
 Notary Public in and for the State of IL

Residing at 6650 S. Stony Island

My commission expires 04/02/05

"OFFICIAL SEAL"
 Martha J. Athalone
 Notary Public, State of Illinois
 Cook County
 My Commission Expires 04/02/05

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511408595

(Continued)

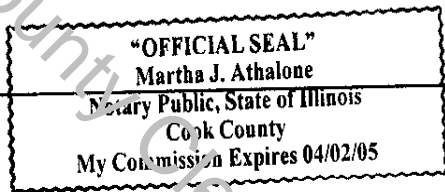
INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **RODNEY NEELY**, 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 28th day of May, 2004.

By Martha J. Athalone Residing at 6650 S. Stony Island
 Notary Public in and for the State of IL CHgo, IL 60637
 My commission expires 04/02/05



Property of Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511408595

(Continued)

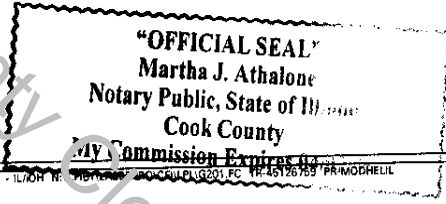
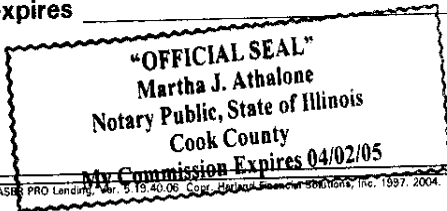
LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 28th day of may, 2004 before me, the undersigned Notary Public, personally appeared _____ 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 Martha J Athalone Residing at 6650 S Stony Island
 Notary Public in and for the State of IL CHgo, IL 60637

My commission expires _____



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Cook County Clerk's Office