

Name of Person Requesting the Recording:
NATHAN A. PUBLON
6775 VISTA DRIVE
DES MOINES, IA 50266
866-537-8499
Name/Address to Return Document
Following the Recording:
Wells Fargo Bank, N.A.
P. O. BOX 31557
BILLINGS, MT 59107



Doc#: 0417317126
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 06/21/2004 09:08 AM Pg: 1 of 5

Wells Fargo Bank, N.A. **Deed of Trust or Mortgage Modification**

Reference #: 20040927000420 Account #: 0650-650-1880950-1998

This agreement is made this 21st day of April 2004 between
Wells Fargo Bank, N.A. existing under the laws of the United States of America having its office at
420 Montgomery Street San Francisco, CA 94104
PID# 24-06-301-045-1044

(the "Bank") and
Name(s) of borrower(s) JACOB M HUSSIEN
(the "Borrower") residing at 7100 WEST 95TH STREET APT. B WORTH TOWNSHIP, IL 60453
Address City State
Name(s) of borrower(s)
(the "Borrower") residing at
Address City State
Name(s) of borrower(s)
(the "Borrower") residing at
Address City State
Name(s) of borrower(s)
(the "Borrower") residing at
Address City State
Name(s) of borrower(s)
(the "Borrower") residing at
Address City State
and JACOB HUSSIEN
Name(s) of mortgagor(s)/trustor(s)
(the "Mortgagor") residing at 7100 WEST 95TH STREET APT. B WORTH TOWNSHIP, IL 60453
Address City State
and
Name(s) of mortgagor(s)/trustor(s)
and
Name(s) of mortgagor(s)/trustor(s)
and
Name(s) of mortgagor(s)/trustor(s)
and
Name(s) of mortgagor(s)/trustor(s)
and
Name(s) of mortgagor(s)/trustor(s)

34
m-y
P-5
GHW

UNOFFICIAL COPY

Recitals

1. The Bank is the holder of the home equity line of credit agreement of the Borrower dated 12/26/2003, payable to the order of the Bank with the original maximum available principal amount of \$ 80,000.00 ("Note") with a maturity date of 12/26/2043.
2. To secure payment of the Note, the Mortgagor has given a mortgage or deed of trust ("Mortgage") to the Bank, dated 12/26/2003, subjecting to the lien thereof certain real estate located in COOK COUNTY IL (state) more particularly described in the Mortgage.
3. The Mortgage was filed for record on 01/01/2004, in the office of the CLERK of the above named COUNTY as Document No. 401447310 in Book/Roll N/A Page/Image N/A.
4. In connection with the filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of said COUNTY in the amount of \$ N/A on N/A and that Treasurer placed his or her stamp on the Mortgage, said stamp bearing number N/A.
5. The Borrower/Mortgagor acknowledges that the Note and the Mortgage are legal and binding obligations, free and clear of any claim, defense or offset.
6. The Borrower/Mortgagor and the Bank now desire to make changes to the Note and Mortgage (including any previous modifications) as described below.

Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties hereto agree as follows:

N/A

Margin

The Borrower hereby agrees that the finance charge will be increased decreased to 1/365 of an annual rate of N/A % over the "Index Rate," which is disclosed in the Note. If the Borrower ceases to be an employee of the Bank or its affiliates, the Bank will increase the rate by adding N/A %.

Credit Limit

The Borrower/Mortgagor hereby agrees that the maximum available principal amount of the Note is now \$ 145,700.00 and that the lien of the Mortgage shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

The references in the Mortgage to the maximum amount of the line of credit are hereby amended to the extent necessary to reflect the increased maximum amount of the line of credit. Each reference in the Mortgage to the line of credit shall be deemed, on and after the date of this Agreement, to refer to the modified maximum amount of the line of credit.

1. All original terms of the Note and Mortgage (as amended by any written modification) remain in effect except as amended hereby, and the Borrower/Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Note and Mortgage, if applicable, at the time and in the manner therein provided.
2. The Borrower agrees to pay or reimburse the Mortgagee for any and all fees payable to public officials in connection with this Agreement and the recording hereof, including any mortgage registry tax that is due.
3. This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the Note. Credit insurance means credit life, credit accident and health and/or credit disability insurance.
4. The Borrower agrees that the Bank may make certain changes to the terms of the line of credit and Note at specific times or upon the occurrence of specified events. The Bank may make insignificant changes such as changes in the address for payments, billing cycle dates, payment due dates, day on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest the Borrower will pay). The Bank also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Bank also may change the index and margin the Bank uses to determine the annual percentage rate if that index is no longer available. The Bank can make any of these changes discussed above without the Borrower's consent, unless state law provides

UNOFFICIAL COPY

otherwise. The Bank will give the Borrower notice of any change that is required by law.

The Bank also can make changes that the Bank and Borrower agree to in writing.

NOTICE TO CONSUMER

(For purposes of this notice, "Consumer" and "I" refer to the Mortgagor)

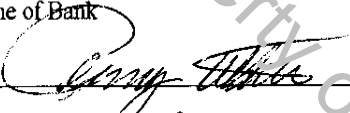
THIS IS A CONSUMER CREDIT TRANSACTION.

I understand that:

- I should not sign this agreement before I read the entire document, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty; and I may be entitled to receive a refund of unearned charges in accordance with the law.

IN WITNESS WHEREOF, the parties each executed this Agreement and acknowledge the receipt of a copy hereof as of the day and year above.

Wells Fargo Bank, N.A.
Name of Bank

By: 

ITS AVP


Mortgagor/Trustor JACOUB HUSSEIN

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor


Mortgagor/Trustor
Borrower JACOUB M HUSSEIN

Borrower

Borrower

Borrower

Borrower

Borrower

Property of Cook County Clerk's Office

UNOFFICIAL COPY

FOR NOTARIZATION OF BANK PERSONNEL

ACKNOWLEDGMENT (All-Purpose):

STATE OF Iowa, COUNTY OF Polk } ss.

On April 21, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared

Penny Tebben

personally known to me -OR- proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Kina Jo Mann
Name: Kina Jo Mann
(type or printed)
My Commission expires: 04-03-2006



(Seal)

FOR NOTARIZATION OF BORROWERS/MORTGAGORS

ACKNOWLEDGMENT (All-Purpose):

STATE OF IL, COUNTY OF COOK } ss.

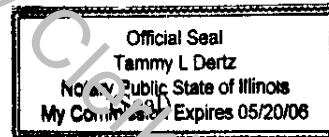
On April 21, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared

JACOB M. FISHER

personally known to me -OR- proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Tammy L. Dertz
Name: Tammy L. Dertz
(type or printed)
My Commission expires: 5-20-06



ACKNOWLEDGMENT (All-Purpose):

STATE OF _____, COUNTY OF _____ } ss.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me -OR- proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
Name: _____
(type or printed)
My Commission expires: _____

(Seal)

UNOFFICIAL COPY

ATTACHED LEGAL DESCRIPTION

PENTHOUSE UNIT "B" TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN OAK MANOR CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22788882, IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office