Doc#: 0418048035

Eugene "Gene" Moore Fee: \$42.50 Cook County Recorder of Deeds Date: 06/28/2004 10:12 AM Pg: 1 of 10

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

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00414511270688

FOR RECORDER'S USE ONLY

SINGLA, SURESH MODIFICATION AGREEMENT

This Modification Agreement prepared by:

DIANE M HAYDOCK, PROCESSOR F.O. Box 2071 Milwaukee, WI 53201-2071

414511270688

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 15, 2004, is made and executed between SURESH SINGLA and NARINDER K SINGLA, whose addresses are 3906 FARGO AVE, SKOKIE, IL 60076 and 3906 FARGO AVE, SKOKIE, IL 60076 (referred to below as "Borrower"), SURESH SINGLA, whose address is 3906 FARGO AVE, SKOKIE, IL 60076; SONIKA SINGLA, HUSBAND AND WIFE, whose address is 3906 FARGO AVE, SKOKIE, IL 60076 and MEERA SINGLA, HUSBAND AND WIFE, whose address is 3906 FARGO AVE, SKOKIE, IL 60076; 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 6. Credit Agreement and Disclosure Statement dated February 20, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 20, 2002 and recorded on March 18, 2002 in DOC 0020305340 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 : 10-26-319-026-0000

LOT 13 (EXCEPT THE EAST 6 INCHES THEREOF) AND THE EAST 0.50 FEET OF LOT 14 IN BLOCK

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MODIFICATION AGREEMENT

Loan No: 414511270688 (Continued) Page 2

1 IN ANTERRY SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT PART TAKEN FOR STREET) OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3906 FARGO AVE, SKOKIE, IL 60076. The Real Property tax identification number is 10-26-319-026-0000.

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 \$250,000.00. The Mortgage is hereby amended to state that the total uniquent secured by the Mortgage shall not exceed \$250,000.00 at any one time.

As of May 15, 2004 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be -0.76%.

CONTINUING VALIDITY. Except as a pressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and affect 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 Bonower 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 MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. MODIFICATION AGREEMENT IS DATED MAY 15, 2004.

BORROWER:

SURESH SINGLA, Individually

NARINDER K SINGLA, Individually

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MODIFICATION AGREEMENT

Loan No: 414511270688 (Continued)

GRANTOR:

NARINDER K SINGLA, Individually

MEERA SINGLA, Individually

SONIKA SINGLA, Individually

LENDER:

Authorized Signer

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MODIFICATION AGREEMENT

Page 4 (Continued) Loan No: 414511270688 INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" Karen P. Conorquie STATE OF) Notary Public, State of Illinois Cook County) SS My Commission Expires March 26, 2005 COUNTY OF) On this day before the, the undersigned Notary Public, personally appeared SURESH SINGLA, 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 Notary Public in and for the State of My commission expires Clart's Office

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MODIFICATION AGREEMENT

Page 5 Loan No: 414511270688 (Continued) INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" Karen P. Conorquia) Notary Public, State of Minois Gook GOLARY) SS My Commission Expires March 26, 2005 COUNTY OF) On this day before me, the undersigned Notary Public, personally appeared NARINDER K SINGLA, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Medification as his or her free and voluntary act and deed, for the uses and purposes 15 day of May , 20 04.

Residing at \$100 Demps to therein mentioned. Given under my hand and official seal this Notary Public in and for the State of My commission expires The Clarks Office

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UNOFFICIAL COPY MODIFICATION AGREEMENT

MODIFICATION AC

Loan No: 414511270688 (Continued) INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" Karen P. Conorquie Notary Public, State of Illinois STATE OF } Cook County) SS My Commission Expires March 26, 2005 COUNTY OF } On this day before the, the undersigned Notary Public, personally appeared SURESH SINGLA, 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. ___ day of ___ Given under my hand and official seal this Notary Public in and for the State of Juny Clart's Office My commission expires

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MODIFICATION AGREEMENT

(Continued) Loan No: 414511270688 INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" Karen P. Conorquie Notary Public, State of Illinois STATE OF) **Cook County** My Commission Expires March 26, 2005) SS COUNTY OF } On this day before me, the undersigned Notary Public, personally appeared NARINDER K SINGLA, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Medification 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 Notary Public in and for the State of My commission expires The Clark's Office

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UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511270688 (Continued) INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" Karen P. Conorquie STATE OF ١ Notary Public, State of Illinois Cook County) SS My Commission Expires March 26, 2005 } COUNTY OF On this day before he, the undersigned Notary Public, personally appeared MEERA SINGLA, 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 Notary Public in and for the state of My commission expires C/O/A/S O/A/CO

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MODIFICATION AGREEMENT

Page 9 (Continued) Loan No: 414511270688 INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" Karen P. Conorquie STATE OF) Notary Public, State of Illinois) SS **Cook County** My Commission Expires March 26, 2005 COUNTY OF) On this day before he, the undersigned Notary Public, personally appeared SONIKA SINGLA, 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 Notary Public in and for the State of My commission expires C/OPTS OFFICE

0418048035 Page: 10 of 10

MODIFICATION AGREEMENT

Page 10 Loan No: 414511270688 (Continued) LENDER ACKNOWLEDGMENT "OFFICIAL SEAL" Karen P. Conorquie STATE OF) Notary Public, State of Illinois **Cook County**) SS My Commission Expires March 26, 2005 COUNTY OF before me, the undersigned Notary Public, personally appeared and known to me to be the Backing CHR My2. In thorized 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. 400 Dempster Notary Public in and for the State of My commission expires ROCFILL CONTINUE CONT