

# UNOFFICIAL COPY



Doc#: 0419008003  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 07/08/2004 07:09 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

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



3474653+3

03414511466786

FOR RECORDER'S USE ONLY

AUGSPURGER, JUDITH  
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

BEATRICE SELLA, PROCESSOR  
P.O. Box 2071  
Milwaukee, WI 53201-2071

414511466786

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated June 1, 2004, is made and executed between JUDITH A AUGSPURGER, whose address is 405 S WINDSOR DR, ARLINGTON HEIGHTS, IL 60004-6753 (referred to below as "Borrower"), JUDITH A AUGSPURGER, whose address is 405 S WINDSOR DR, ARLINGTON HEIGHTS, IL 60004-6753; A SINGLE PERSON (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 **November 1, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **November 1, 2003** and recorded on **December 12, 2003** in **DOC #0334615008** 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 03-33-111-047

ALL THAT CERTAIN PARCEL OF LAND LYING AND BEING SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO-WIT: LOT 75 (EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE WESTERLY LINE OF LOT 75 WHICH IS 50 FEET SOUTHERLY OF THE NORTHWESTERLY CORNER OF LOT 75 TO THE SOUTHEASTERLY

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(Continued)

CORNER OF LOT 75) - THAT PART OF LOT 42 LYING WESTERLY OF A LINE DRAWN FROM THE SOUTHWESTERLY CORNER OF LOT 42 TO A POINT IN THE NORTHERLY LINE OF LOT 42 WHICH IS 187.05 FEET WESTERLY OF THE NORTHEASTERLY CORNER OF LOT 42 - IN STONEGATE, BEING A SUBDIVISION OF H. ROY BERRY CO'S EAST MORELAND, BEING A SUBDIVISION OF THE PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, AND THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, LYING NORTHEASTERLY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, ALL TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN.

The Real Property or its address is commonly known as 405 S WINDSOR DR, ARLINGTON HEIGHTS, IL 60004. The Real Property tax identification number is 03-33-111-047.

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 **\$277,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$277,000.00** at any one time.

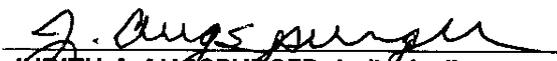
As of **June 1, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.76%**.

**CONTINUING VALIDITY.** Except as 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 JUNE 1, 2004.**

**BORROWER:**

x   
 JUDITH A AUGSPURGER, Individually



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## MODIFICATION AGREEMENT

Loan No: 414511466786

(Continued)

GRANTOR:

x Judith A. Augspurger  
JUDITH A AUGSPURGER, Individually

LENDER:

x Verone A Cook  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **JUDITH A AUGSPURGER**, 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 1st day of June, 2004.

By Verone A Cook  
Notary Public in and for the State of Illinois  
My commission expires 3/13/06

Residing at Arlington Heights, IL



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## MODIFICATION AGREEMENT

Loan No: 414511466786

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

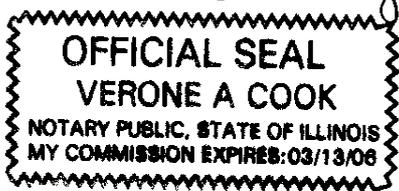
On this day before me, the undersigned Notary Public, personally appeared **JUDITH A AUGSPURGER**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 1st day of June, 2004.

By Verone A Cook Residing at Arlington Heights, IL

Notary Public in and for the State of Illinois

My commission expires 3/13/06



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511466786

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 1st day of June, 2004 before me, the undersigned Notary Public, personally appeared Angelo Santucci 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 Verone A Cook Residing at Quinton Hts, IL

Notary Public in and for the State of Illinois

My commission expires 3/13/06



Notary Public of Cook County Clerk's Office