

# UNOFFICIAL COPY



Doc#: 0420846066  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 07/28/2004 09:54 AM 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



3432127+3 00414511450150  
HAMMER, STEVEN  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

MICHELLE EVANGELISTA, PROCESSOR  
P.O. Box 2071  
Milwaukee, WI 53201-2071

414511450150

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 3, 2004, is made and executed between STEVEN G HAMMER and MAYUMI M HAMMER, whose addresses are 4180 PAMELLA LN, NORTHBROOK, IL 60062-1122 and 4180 PAMELLA LN, NORTHBROOK, IL 60062-1122 (referred to below as "Borrower"), STEVEN G HAMMER, whose address is 4180 PAMELLA LN, NORTHBROOK, IL 60062-1122 and MAYUMI M HAMMER, whose address is 4180 PAMELLA LN, NORTHBROOK, IL 60062-1122; 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 **September 18, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 18, 2003** and recorded on **October 31, 2003** in **DOC #0330435008** 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 #04-06-104-020

LOT 30 (EXCEPT THE SOUTH 150 FEET 7 5/8 OF THE WEST 24 FEET THEREOF AND EXCEPT THAT PART THEREOF FALLING WITHIN THAT PART OF THE NORTH 655 FEET OF THE

7M  
M  
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SY  
P7  
SN  
M  
S.A.

**UNOFFICIAL COPY****MODIFICATION AGREEMENT**

Loan No: 414511450150

(Continued)

NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, HEREINAFTER DESCRIBED, LYING EASTERLY OF THE EASTERLY LINE OF SANDERS ROAD AND SOUTH OF THE SOUTHERLY LINE OF LAKE COOK ROAD AS WIDENED BY THE COOK COUNTY HIGHWAY DEPARTMENT ACCORDING TO CASE NUMBER 74L117220 IN SMITH AND DAWSON'S SUNNY ACRES, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 EXCEPT THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4180 PAMELLA LN, NORTHBROOK, IL 60062-1122. The Real Property tax identification number is 04-06-104-020.

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 amount secured by the Mortgage shall not exceed ~~\$250,000.00~~ at any one time.

As of **July 3, 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%**.

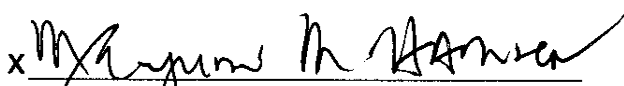
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 JULY 3, 2004.**

BORROWER:

x   
STEVEN G HAMMER, Individually

x   
MAYUMI M HAMMER, Individually

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## MODIFICATION AGREEMENT

Loan No: 414511450150

(Continued)

GRANTOR:

X *Steven G Hammer*  
STEVEN G HAMMER, Individually

X *Mayumi M Hammer*  
MAYUMI M HAMMER, Individually

LENDER:

X *[Signature]*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Illinois*

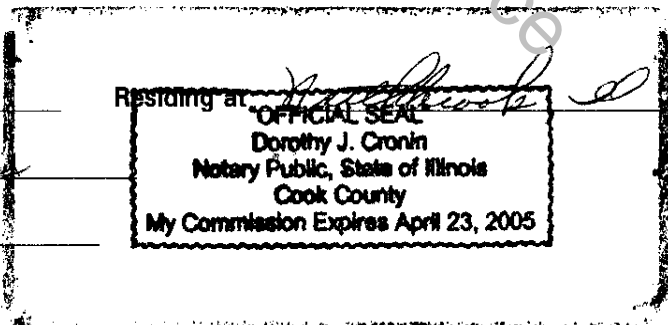
)  
) SS  
)

COUNTY OF *Cook*

On this day before me, the undersigned Notary Public, personally appeared **STEVEN G HAMMER**, 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 *3* day of *July*, 20*04*.

By *Dorothy J. Cronin*  
Notary Public in and for the State of *Illinois*  
My commission expires *4-23-05*



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## MODIFICATION AGREEMENT

Loan No: 414511450150

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **MAYUMI M HAMMER**, 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 3 day of July, 2007.

By Dorothy J. Cronin  
 Notary Public in and for the State of Illinois  
 My commission expires 4-23-05

Residing at Northbrook, IL  
 OFFICIAL SEAL  
 Dorothy J. Cronin  
 Notary Public, State of Illinois  
 Cook County  
 My Commission Expires April 23, 2005

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511450150

(Continued)

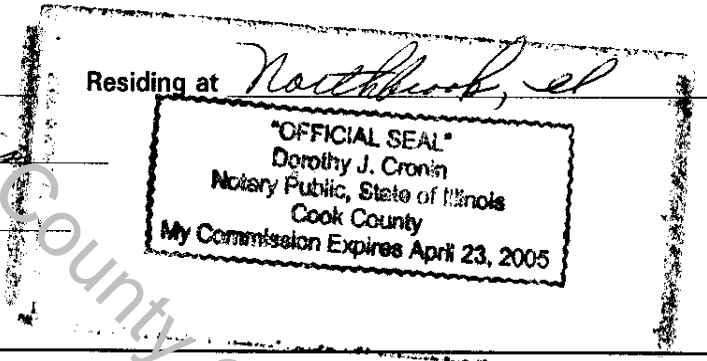
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **STEVEN G HAMMER**, 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 3 day of July, 2004.

By Dorothy J. Cronin  
 Notary Public in and for the State of Illinois  
 My commission expires 4-23-05



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511450150

(Continued)

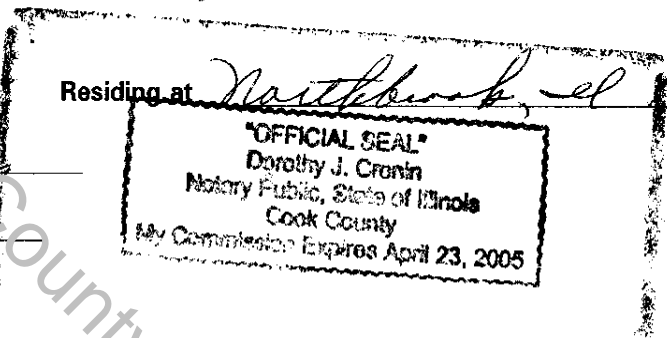
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **MAYUMI M HAMMER**, 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 3 day of July, 2004.

By Dorothy J. Cronin  
 Notary Public in and for the State of Illinois  
 My commission expires 4-23-05



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511450150

(Continued)

### LENDER ACKNOWLEDGMENT

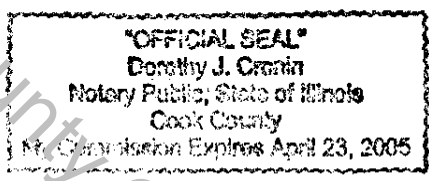
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 5 day of July, 2004 before me, the undersigned Notary Public, personally appeared ~~STEVEN H. MAYUMI M. HAMMER~~ and known to me to be the LENDER, 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.

*VICTOR PAPAN*

By Dorothy J. Cronin Residing at Northbrook, IL  
 Notary Public in and for the State of Illinois

My commission expires 4-23-05



Clerk's Office