

# UNOFFICIAL COPY



Doc#: 0420846068  
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



2975281+8 00414511315703  
MURTHA, MICHAEL  
MODIFICATION AGREEMENT

**FOR RECORDER'S USE ONLY**

This Modification Agreement prepared by:

GIN HAWTHORNE, PROCESSOR  
P.O. Box 2071  
Milwaukee, WI 53201-2071

414511315703

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 8, 2004, is made and executed between MICHAEL J MURTHA and TAMARA MURTHA, whose addresses are 200 N WILLE ST, MT PROSPECT, IL 60056-2453 and 200 N WILLE ST, MT PROSPECT, IL 60056-2453 (referred to below as "Borrower"), MICHAEL J MURTHA, whose address is 200 N WILLE ST, MT PROSPECT, IL 60056-2453 and TAMARA MURTHA, whose address is 200 N WILLE ST, MT PROSPECT, IL 60056-2453; HUSBAND AND WIFE (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 July 12, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated July 12, 2002 and recorded on July 30, 2002 in DOC #0020831848 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:

TX ID: 03-34-314-021

LOT 11 IN BLOCK 7 IN HILL CREST, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 2 AND 7/8THS ACRES THEREOF) OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,

SY  
D7  
SN  
my  
J.M.

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Loan No: 414511315703

(Continued)

AND THE NORTH 23.5 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE WEST 295.1 FEET OF THE SOUTH 295.1 FEET LYING NORTH OF THE SOUTH 543.0 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER) OF SAID SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1926 AS DOCUMENT NO 9339722, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 200 N WILLE ST, MT PROSPECT, IL 60056. The Real Property tax identification number is 03-34-314-021.

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 **\$100,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$100,000.00** at any one time.

As of **July 8, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.


**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 8, 2004.**

BORROWER:

x   
MICHAEL J MURTHA, Individually

x   
TAMARA MURTHA, Individually

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## MODIFICATION AGREEMENT

Loan No: 414511315703

(Continued)

**GRANTOR:**

X *Michael J Murtha*  
MICHAEL J MURTHA, Individually

X *Tamara Murtha*  
TAMARA MURTHA, 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 **MICHAEL J MURTHA**, 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.

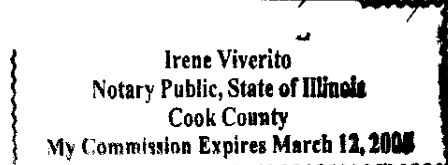
Given under my hand and official seal this 8th day of JULY, 2004.

By *Irene Viverito*

Residing at 179. PROSPECT/DUSSE

Notary Public in and for the State of ILLINOIS

My commission expires 3-12-05



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## MODIFICATION AGREEMENT

Loan No: 414511315703

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

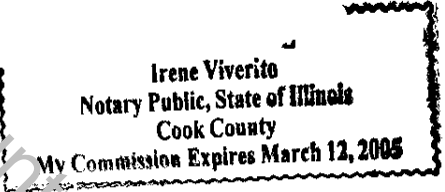
On this day before me, the undersigned Notary Public, personally appeared **TAMARA MURTHA**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 8<sup>th</sup> day of JULY, 2004.

By Irene Viverito Residing at MT. PROSPECT/RUSSE

Notary Public in and for the State of ILLINOIS

My commission expires 3-12-05



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511315703

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

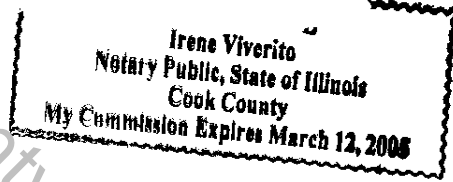
On this day before me, the undersigned Notary Public, personally appeared **MICHAEL J MURTHA**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 8th day of July, 2004.

By Irene Viverito Residing at M7. PROSPECT/BUSSE

Notary Public in and for the State of ILLINOIS

My commission expires 3-12-05



Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511315703

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

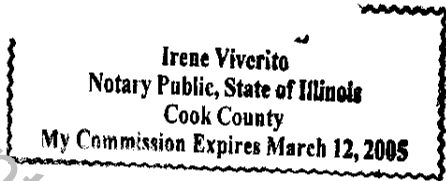
On this day before me, the undersigned Notary Public, personally appeared **TAMARA MURTHA**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 8th day of JULY, 2004.

By Irene Viverito Residing at M.D. PROSPECT / BUSSE

Notary Public in and for the State of ILLINOIS

My commission expires 3-12-05



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

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(Continued)

### LENDER ACKNOWLEDGMENT

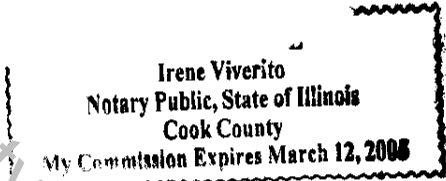
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 8th day of JULY, 2004 before me, the undersigned Notary Public, personally appeared MIKE MONTANA and known to me to be the ILL DRIVERS LICEN 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 Irene Viverito Residing at MT PROSPECT/BLISS

Notary Public in and for the State of ILLINOIS

My commission expires 3-12-05



Clerk's Office of Cook County