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Doc#: 0421748191
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 08/04/2004 03:05 PM Pg: 1 of 6

Account No. 9169012

Recorded at the Request of:
GMAC Mortgage Corporation

5138854

RETURN TO: SMI/Wesley Hess / Job #530_2301
P.O. Box 540817 BARRY, SHAWN
Houston, TX 77254-0817 IL/ COOK



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PROPERTY TAX IDENTIFICATION NO.: 14-21-103-038-1006

MIN 1000697-0000916901-3

**GMAC MORTGAGE CORPORATION
AMENDMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND MORTGAGE**

THIS AMENDMENT (this "Amendment") is signed to amend the "Agreement" and the "Mortgage" defined below; it is dated as of June 9, 2004, and is made by SHAWN M. BARRY, AN UNMARRIED WOMAN, who reside(s) at 647 West Sheridan Road #2A, Chicago, Illinois 60613 as borrower(s) and mortgagor(s), and Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026, acting solely as a nominee for GMAC Mortgage Corporation, 100 Witmer Road, Horsham, PA 19044-0963, as lender and mortgagee.

MEANING OF WORDS. Throughout this Amendment, "we", "us" and "our" refer to mortgagor(s) and borrower(s). "GMAC" refers to GMAC Mortgage Corporation or its assigns. "Borrower" refers to each person who signed the Agreement as borrower.

BACKGROUND

A. EXISTING AGREEMENT. On February 28, 2002, Borrower and GMAC entered into a Home Equity Line of Credit Agreement (the "Agreement") under which GMAC established a credit limit under which it agreed to make advances to Borrower up to \$17,500.00.

B. EXISTING MORTGAGE. In order to secure to GMAC (i) repayment of advances made under the Agreement up to the credit limit specified in the Agreement, plus FINANCE CHARGES and any other amounts due under the Agreement and (ii) the performance under the Agreement of each Borrower, we gave GMAC a Mortgage, dated the same date as the Agreement (the "Mortgage"), against the "Property", as defined in the Mortgage, including the real estate located at 647 West Sheridan Road #2A, Chicago, Illinois 60613, Cook County, Illinois, more fully described in the Mortgage and in Schedule A to this Amendment. The Mortgage was duly recorded in the county recorder's office in Cook County, Illinois as Document No. 0020305506.

C. PREVIOUS AMENDMENT OF EXISTING AGREEMENT. The Agreement was previously amended on .

D. PREVIOUS AMENDMENT OF EXISTING MORTGAGE. The Mortgage was previously amended on by amendment recorded in Cook County, Illinois as Document No. .

E. CURRENT CREDIT LIMIT. Borrower's credit limit is presently \$17,500.00 (the "Current Credit Limit").

IL LI

Handwritten notes: Jy, RG, SO, MY, M.L. and a large number 6.

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F. **DESIRE TO AMEND.** We and GMAC desire to amend the Agreement and the Mortgage.

With this background, we and GMAC agree to amend the Agreement and the Mortgage as follows:

1. NO NEW ENCUMBRANCES, CHARGES OR LIENS. We represent and covenant that no encumbrances, charges or liens have been placed on the Property since the latter of the date of the Mortgage or the date of the last amendment to the Mortgage shown above [except for a mortgage recorded May 5, 2005 in the amount of \$143,000.00 in favor of CITIMORTGAGE].

2. INCREASE IN CREDIT LIMIT. Effective on the "Amendment Trigger Date", the "Credit Limit", as defined in the Agreement, and the specific dollar amount shown in the Mortgage as part of the "Total Balance Outstanding", shall each be increased to \$49,000.00. The "Amendment Trigger Date" is generally the date GMAC receives notice that this Amendment has been recorded or the date it receives a properly executed copy of this Amendment, whichever is later. However, the Amendment Trigger Date will never be before the fourth business day after the date of this Amendment or, if GMAC chooses, before GMAC receives a written statement from each person who signs this Amendment that such person has not canceled this Amendment. This statement must be signed, dated and delivered to GMAC not earlier than the fourth business day after this Amendment is signed by us.

3. CO-SIGNERS. Any person who signs this Amendment but did not execute the Agreement (a) is signing only to further encumber that person's interest in the Property and to release all homestead, dower, curtesy, appraisement, evaluation, redemption, reinstatement, stay, extension, and exemption rights and all rights under moratorium laws now existing or hereafter enacted, (b) is not personally liable under the Agreement and the Mortgage, as amended (the "Credit Documents") and (c) agrees that GMAC and any of us may agree to modify the Credit Documents, without consent and without modifying the interests of the rest of us under the Credit Documents.

4. GMAC CHARGES FOR THE INCREASED CREDIT LIMIT. In connection with the increase in Credit Limit, Borrower agrees to reimburse GMAC for the following closing costs. Upon signing this Amendment, Borrower will pay GMAC the Total of the "Paid In Cash" column. On the Amendment Trigger Date, GMAC will advance Borrower under the Account the Total of the "To Be Financed" column. FINANCE CHARGES will be imposed on such advances.

<u>Closing Costs</u>	<u>Paid In Cash</u>	<u>To Be Financed</u>	<u>Total</u>
Appraisal Fee	\$0.00	\$0.00	\$0.00
Title Insurance and Endorsement Fee (1)(2)	\$0.00	\$0.00	\$0.00
Recording Fee (1)	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00

(1) Estimated. Subject to adjustment when actual out-of-pocket costs determined.

(2) Includes title examination and closing agent's fees.

5. INCREASE IN LIEN OF MORTGAGE. We hereby confirm our mortgage of the Property made in the Mortgage and we hereby mortgage the Property to the additional extent set forth in this Amendment. The Mortgage, as amended by this Amendment, gives GMAC a lien on the Property to the extent of (i) the amounts we borrow under the Account, up to the new Credit Limit; (ii) FINANCE CHARGES thereon; and (iii) any other amounts we owe under the Credit Documents. The Mortgage is made a part of this Amendment by reference.

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6. OTHER TERMS OF EXISTING AGREEMENT AND MORTGAGE UNAFFECTED. Except as amended hereby, the terms of the Agreement and the Mortgage, as previously amended, shall remain in full force and effect. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Amendment, but, if necessary to comply with local law or custom MERS (as nominee for GMAC or GMAC's successors and assigns) has the right to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the property; and to take any action required by GMAC including but not limited to, releasing and canceling this Amendment.

By signing this Amendment, we and GMAC agree to all of the above.

WITNESSES:

Signature SHAWN BARRY
Name Printed: _____

[Signature] _____ (SEAL)
Shawn M. Barry

Signature [Signature]
Name Printed: Tom Schroeder

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

[Corporate Seal]



Mortgage Electronic Registration Systems
Inc., as nominee for **GMAC Mortgage
Corporation**

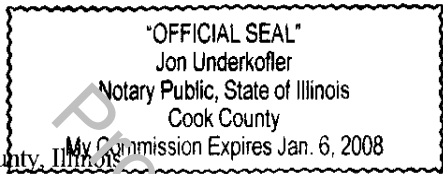
[Signature]
Name: Marissa Butler
Title: ASST. SECRETARY

Property of Cook County Clerk's Office

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STATE OF ILLINOIS :
: SS.
COUNTY OF COOK :

On this, the 10th day of JUNE, 2004, before me personally came Shawn M. Barry, An Unmarried Woman to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same.



[Signature]
Notary Public

County, Illinois

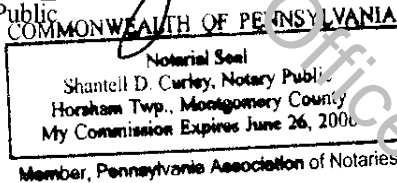
My Comm. Expires: JAN, 6th 2008

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

On this day, June 9, 2004, before me personally came Marjessa Birker who acknowledged himself/herself to be the ASST. SECRETARY of Mortgage Electronic Registration Systems, Inc., a Delaware Corporation, and that he/she as such ASST. SECRETARY being auth

[Signature]

Notary Public



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AMENDMENT

SHAWN M. BARRY

TO

GMAC MORTGAGE CORPORATION

This Instrument Prepared By:

Tamika Scott
GMAC Mortgage Corporation
4 Walnut Grove Drive
Horsham, PA 19044-0963

Recorded At Request of:

GMAC Mortgage Corporation

Return By Mail To:

GMAC Mortgage Corporation
Home Equity Funding
4 Walnut Grove Drive
Horsham, PA 19044-0963

Property of Cook County Clerk's Office

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SCHEDULE A

UNIT NOS. 2A & P-37 IN WINDSOR PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

THE WEST 1/2 OF LOT 5 AND LOT 6 (EXCEPT WEST 30 FEET THEREOF) BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO IN NORTHWEST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY WARRANTY DEED FROM JACOB VINON AND ROSE VINON, HIS WIFE TO CHARLES JANISCH AND HENRY JANISCH, DATED AUGUST 16, 1922 AND RECORDED AUGUST 22, 1922 AS DOCUMENT 7618095 AND RESERVED IN THE DEED FROM CHARLES FORMAN AND KATHERINE M. FORMAN, HIS WIFE TO JACOB VINON, DATED MAY 18, 1923 AND RECORDED JUNE 4, 1923 AS DOCUMENT 7961987 FOR LIGHT, AIR AND PASSAGE OVER AND UPON THE EAST 8 FEET OF THE WEST 30 FEET OF LOT 6 IN BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTION 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 95056487, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

TAX ID NUMBER: 14-21-103-038-006

KNOWN AS: 647 WEST SHERIDAN ROAD #2A, CHICAGO, ILLINOIS 60613