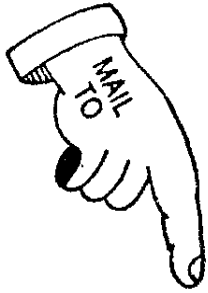


UNOFFICIAL COPY



Doc#: 0421822108
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 08/05/2004 12:19 PM 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



3432604+3

00414511451174

FOR RECORDER'S USE ONLY

WIRT, DAVID
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

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

414511451174

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 9, 2004, is made and executed between DAVID WILLIAM WIRT and ANDREA LYNN HORNE, whose addresses are 810 LIVINGSTON LN, BARRINGTON, IL 60010-6433 and 810 LIVINGSTON LN, BARRINGTON, IL 60010-6433 (referred to below as "Borrower"), DAVID WILLIAM WIRT, whose address is 810 LIVINGSTON LN, BARRINGTON, IL 60010-6433 and ANDREA LYNN HORNE, whose address is 810 LIVINGSTON LN, BARRINGTON, IL 60010-6433; HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY (referred to below as "Grantor"), and BANK ONE, N.A. (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 19, 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 19, 2003 and recorded on October 31, 2003 in DOC # 0330435011 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 #01-13-208-002

LOT 95 IN BRAYMORE HILLS OF INVERNESS-UNIT 4, BEING A SUBDIVISION OF PART OF THE

SY
P17
SN
MY
K.S.

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511451174

(Continued)

NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1994 AS DOCUMENT 94234532, IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 810 LIVINGSTON LN, BARRINGTON, IL 60010-6433. The Real Property tax identification number is 01-13-208-002.

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 **\$234,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$234,000.00** at any one time.


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 9, 2004.

BORROWER:

x 
 DAVID WILLIAM WIRT, Individually

x 
 ANDREA LYNN HORNE, Individually

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511451174

(Continued)

GRANTOR:

x *David William Wirt*
DAVID WILLIAM WIRT, Individually

x *Andrea Lynn Horne*
ANDREA LYNN HORNE, Individually

LENDER:

x *Joann Sabath*
Authorized Signer
Joann Sabath

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

)
) SS

COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **DAVID WILLIAM WIRT**, 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.

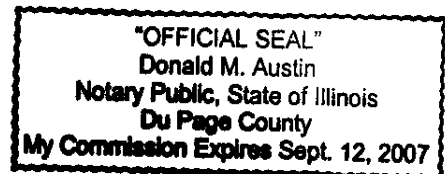
Given under my hand and official seal this 9 day of July, 2009.

By *Donald M. Austin*

Residing at BANK ONE

Notary Public in and for the State of IL

My commission expires 9/12/07



UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511451174

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

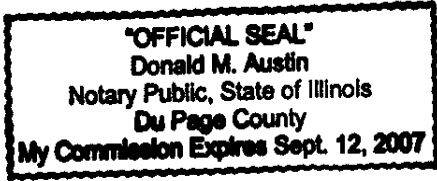
On this day before me, the undersigned Notary Public, personally appeared **ANDREA LYNN HORNE**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 9 day of July, 2009.

By Donald M. Austin Residing at Bank One

Notary Public in and for the State of IL

My commission expires 9/12/07



Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511451174

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL _____)

) SS

COUNTY OF Cook _____)

On this day before me, the undersigned Notary Public, personally appeared **DAVID WILLIAM WIRT**, 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.

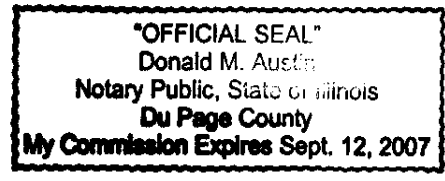
Given under my hand and official seal this 9 day of July, 2009.

By *Donald M. Austin* _____

Residing at BANK ONE _____

Notary Public in and for the State of IL _____

My commission expires 9/12/07 _____



Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511451174

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

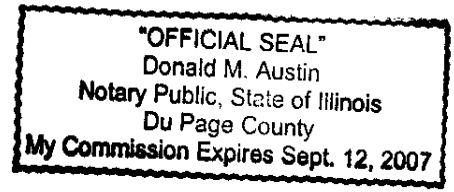
STATE OF IL)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **ANDREA LYNN HORNE**, 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 9 day of July, 2009.

By Donald M. Austin Residing at Browns

Notary Public in and for the State of IL
 My commission expires 9/12/07



Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511451174

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 9th day of July, 2009 before me, the undersigned Notary Public, personally appeared Jeann Sabath and known to me to be the Bank One NA 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 Donald M. Austin Residing at Bank One

Notary Public in and for the State of IL
 My commission expires 9/12/07

