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Doc#: 0423632030
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 08/23/2004 10:41 AM Pg: 1 of 6



Account No. 9192600

Recorded at the Request of:
GMAC Mortgage Corporation

5660022

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



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USE OF RECORDING OFFICE

PROPERTY TAX IDENTIFICATION NO.: 04-06-410-001-0000

MIN 1000697-0000919260-1

**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 22, 2004, and is made by STEVE B. GEFFEN AND SHANA L. GEFFEN, HUSBAND AND WIFE, who reside(s) at 3605 Dauphine Avenue, Northbrook, Illinois 60062 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 September 19, 2003, 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 \$127,300.00.

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 3605 Dauphine Avenue, Northbrook, Illinois 60062, 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. 0310535274.

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 \$127,300.00 (the "Current Credit Limit").

IL LI

Handwritten signature/initials: S, P, G, M, A

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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 January 9, 2004 in the amount of \$321,655.00 in favor of GMAC MORTGAGE CORPORATION].

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 \$160,000.00. 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, appraisal, 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: [Signature]
Name Printed: PAT KENNARD

[Signature] (SEAL)
Steve B. Geffen

Signature: [Signature]
Name Printed: RE SCHROEDER

[Signature] (SEAL)
Shana L. Geffen

____ (SEAL)

____ (SEAL)

[Corporate Seal]



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

[Signature]
Title: MARNESSA BIRKETT
ASST. SECRETARY

Property of Cook County Clerk's Office

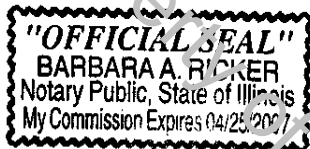
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STATE OF ILLINOIS :
: SS.
COUNTY OF LAKE :

On this, the 24th day of June, 2004, before me personally came Steve B. Geffen And Shana L. Geffen, Husband And Wife 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.

Barbara A. Ricker
Notary Public

County, Illinois



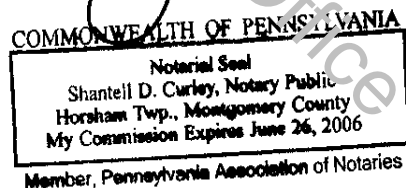
My Comm. Expires: 4-25-07

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

On this day, June 22, 2004, before me personally came Marnessa Bircken 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

Shantell D. Curley
Notary Public

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AMENDMENT

STEVE B. GEFFEN AND SHANA L. GEFFEN

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



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Schedule A

LOT 443 IN CHARLEMAGNE UNIT 4, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1968 AS DOCUMENT LR2408642.

Tax ID Number: 04-06-410-001-0000

Known as: 3605 Dauphine Avenue , Northbrook, Illinois 60062

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