

UNOFFICIAL COPY



Doc#: 0423917301
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 08/26/2004 11:23 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



3332861+5 00414511406423
SULLIVAN, JOHN
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

CHRISTINA HRDI, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511406423

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated August 2, 2004, is made and executed between JOHN J SULLIVAN and BARBARA A SULLIVAN, whose addresses are 311 S PINE AVE, ARLINGTON HEIGHTS, IL 60005-2053 and 311 S PINE AVE, ARLINGTON HEIGHTS, IL 60005 (referred to below as "Borrower"), JOHN J SULLIVAN, whose address is 311 S PINE AVE, ARLINGTON HEIGHTS, IL 60005-2053 and BARBARA A SULLIVAN, whose address is 311 S PINE AVE, ARLINGTON HEIGHTS, IL 60005; 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 June 2, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated June 2, 2003 and recorded on September 22, 2003 in DOC# 0326317358 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: 03-32-109-009

LOT 8 IN W.E. TRUDE'S SCARSDALE MANOR BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Handwritten initials: SM, SR, MM, JM

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511406423

(Continued)

The Real Property or its address is commonly known as 311 S PINE AVE, ARLINGTON HEIGHTS, IL 60005. The Real Property tax identification number is 03-32-109-009.

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 **August 2, 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 charges 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 AUGUST 2, 2004.

BORROWER:

X 
JOHN J SULLIVAN, Individually

X 
BARBARA A SULLIVAN, Individually

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511406423

(Continued)

GRANTOR:

X John J Sullivan
JOHN J SULLIVAN, Individually

X Barbara A Sullivan
BARBARA A SULLIVAN, Individually

LENDER:

X Leta Kottzoglou Lefkothia KOKTZOGLOU
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **JOHN J SULLIVAN**, 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 2nd day of August, 2004.

By Leta Kottzoglou Residing at 43 E. Golf Rd.

Notary Public in and for the State of Illinois Arlington Hts, IL 60005
My commission expires 4-22-06

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511406423

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **BARBARA A SULLIVAN**, 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 2nd day of August, 20 04.

By Lefkothea Koktzoglou Residing at 43 E. Golf Rd.

Notary Public in and for the State of Illinois Arlington Hts, IL 60003
My commission expires 4-22-06

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511406423

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

)



) SS

COUNTY OF Cook

)

On this day before me, the undersigned Notary Public, personally appeared **JOHN J SULLIVAN**, 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 2nd day of August, 2004.

By [Signature]

Residing at 43 E. Golf Rd.

Notary Public in and for the State of Illinois

Arlington Hts, IL 60005

My commission expires 4-22-06

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511406423

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

)
) SS
)

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **BARBARA A SULLIVAN**, 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 2nd day of August, 2004.

By Lefkothea Koktzoglou Residing at 43 E. Golf Rd.

Notary Public in and for the State of Illinois Arlington Hts, IL 60005

My commission expires 4-22-06

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511406423

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)

) SS

COUNTY OF COOK)

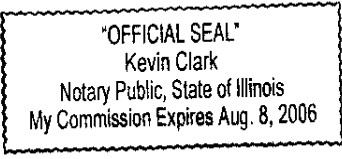
On this 2nd day of Aug, 2004 before me, the undersigned Notary Public, personally appeared Lokathia Kostadjan and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 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 [Signature]

Residing at 47 E Golf Rd Arlington Hs

Notary Public in and for the State of IL

My commission expires Aug 8, 2006



COOK County Clerk's Office