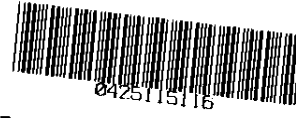


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Doc#: 0425115116
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 09/07/2004 03:06 PM Pg: 1 of 7

WHEN RECORDED MAIL TO:

Bank One, N.A. Retail Loan
Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



3371113+4

00414511434421

FOR RECORDER'S USE ONLY

PUGASA, PAUL
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

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

414511434421

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated August 20, 2004, is made and executed between PAUL P PUGASA and EDNA P PUGASA, whose addresses are 1409 CHARTWELL RD, SCHAUMBURG, IL 60195 and 1409 CHARTWELL RD, SCHAUMBURG, IL 60195 (referred to below as "Borrower"), PAUL P PUGASA, whose address is 1409 CHARTWELL RD, SCHAUMBURG, IL 60195 and EDNA P PUGASA, whose address is 1409 CHARTWELL RD, SCHAUMBURG, IL 60195; HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY (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 21, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **July 21, 2003** and recorded on **September 29, 2003** in **DOC #0327007049** 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: 07-09-305-006-0000

LOT 6 IN BLOCK 4 IN CHURCHILL UNIT 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, EST OF THE THIRD PRINCIPAL MERIDIAN, IN SCHAUMBURG TOWNSHIP, COOK COUNTY, ILLINOIS ACCORDING TO

SY
DN
SM
M
S.A

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511434421

(Continued)

THE PLAT THEREOF RECORDED MAY 3, 1967 AS DOCUMENT NUMBER 20126799 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1409 CHARTWELL RD, SCHAUMBURG, IL 60195. The Real Property tax identification number is 07-09-305-006-0000.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

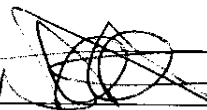
The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$100,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$100,000.00** at any one time


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 AUGUST 20, 2004.

BORROWER:

X 
 PAUL P PUGASA, Individually

X 
 EDNA P PUGASA, Individually

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MODIFICATION AGREEMENT

Loan No: 414511434421

(Continued)

GRANTOR:

X *[Signature]*
PAUL P PUGASA, Individually

X *[Signature]*
EDNA P PUGASA, Individually

LENDER:

X *[Signature]*
Authorized Signer

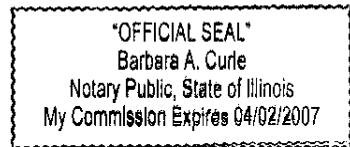
[Signature]

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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) SS



On this day before me, the undersigned Notary Public, personally appeared **PAUL P PUGASA**, 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 20th day of August, 2004.

By Barbara A. Curle Residing at Elgin Illinois

Notary Public in and for the State of Illinois

My commission expires 04/02/2007

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511434421

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

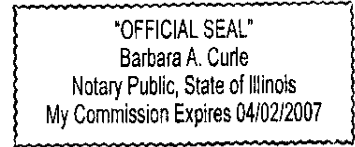
STATE OF Illinois

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COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **EDNA P PUGASA**, 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 20th day of August, 2004.

By Barbara A. Curle Residing at Elgin Illinois

Notary Public in and for the State of Illinois

My commission expires 04/02/2007

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511434421

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

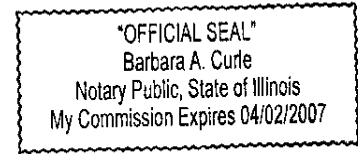
STATE OF Illinois

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COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **PAUL P PUGASA**, 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 20th day of August, 2004.

By Barbara A. Curte Residing at Elgin Illinois

Notary Public in and for the State of Illinois

My commission expires 04/02/2007

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511434421

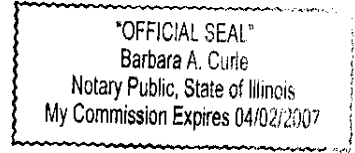
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **EDNA P PUGASA**, 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 20th day of August, 2004.

By Barbara A. Curie Residing at Elgin Illinois

Notary Public in and for the State of Illinois

My commission expires 04/02/2007

Property of Cook County Clerk's Office

