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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 PUGASA, PAUL **MODIFICATION AGREEMENT**

FOR RECORDER'S USE ONLY

This Modification Agreement preparaciby:

CHRISTINA HRDI, PROCESSOR P.O. Box 2071 Wiinvaukee, 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 CHARTWFLL 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 (EMANTS 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

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MODIFICATION AGREEMENT

Loan No: 414511434421

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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 renformance 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 giver 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 ATS TERMS. **MODIFICATION AGREEMENT IS DATED AUGUST 20, 2004.**)///C0

BORROWER:

EDNA P PUGASA, Individually

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GRANTOR:
PAUL P PUGASA, Individually
X
LENDER:
X Nowa Salarian Authorized Signer
Debra Hypking
INDIVIDUAL ACKNOWLEDGMENT
STATE OF Ollinois
COUNTY OF OFFICIAL SEAL* Barbara A. Curle Notary Public, State of Illinois My Commission Expires 04/02/2007
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.
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 day of day of line of line of line. By Darbara A. Luste Residing at Elem Ullinois Notary Public in and for the State of Ollinois My commission expires 14/01/2007
By Barbara a. lurle Residing at Elija Allinois
Notary Public in and for the State of <u>Ollingis</u>
My commission expires 04/02/2007

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INDIVIDUAL	ACKNOWLEDGMEN	NT	
STATE OF Ollarsis COUNTY OF Ook)) SS)	*OFFICIAL Barbara A Notary Public, S My Commission Ex	Curle tate of Illinois
On this day before me, the undersigned Notary Pube the individual described in and who executed the signed the Modification as his or her free and with mentioned. Given under my hand and of ricial seal this	he Modification Agreeme	ent, and acknowleds , for the uses and	and that he ar abo
By Barbara a. Carle	Residing at		Ulmis
Notary Public in and for the State of <u>Clima</u> My commission expires <u>04/02/2007</u>	Colyny	U	
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INDIVIDUAL ACKI	NOWLEDGMENT	
)	"OFFICIAL SEAL"
) SS	Barbara A. Curle Notary Public, State of Illinois My Commission Expires 04/02/2007

The Clark's Office

By Darbara A. Curle Residing at Elgin Ollinsis

Notary Public in and for the State of Ollinsis

My commission expires 04/02/2007

STATE OF Ollmois

COUNTY OF

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MODIFICATION AGREEMENT

Page 6 Loan No: 414511434421 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF Ollings) "OFFICIAL SEAL") SS Barbara A. Curle Notary Public, State of Illinois **COUNTY OF**) My Commission Expires 04/02/2007 On this day before the, 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. 20th ____ day of _ Given under my hand and official seal this

Notary Public in and for the State of

Residing at __

C/OPAS OPPICO

My commission expires

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MODIFICATION AGREEMENT

Page 7 Loan No: 414511434421 (Continued) LENDER ACKNOWLEDGMENT STATE OF Ollinsis) "OFFICIAL SEAL" Barbara A. Curle) SS Notary Public, State of Illinois **COUNTY OF** My Commission Expires 04/02/2007 2004 before me, the undersigned Notary day of and known to me to be the RELATIONSHIP dichorized 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. Barbara U. Residing at Elgin Ollinois Notary Public in and for the State of My commission expires