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Doc#: 0426615101  
Eugene "Gene" Moore Fee: \$58.50  
Cook County Recorder of Deeds  
Date: 09/22/2004 03:05 PM Pg: 1 of 5

Chase Manhattan Bank USA, N.A.

ILLINOIS  
MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND MORTGAGE

This Modification Agreement (the "Agreement") is made on this day April 27 2004 between SEAN O'BRIEN and MICHELLE O'BRIEN and Chase Manhattan Bank USA, N.A.  
In this Agreement the words "you" and "your" mean each person, individually and jointly, who sign this Agreement as "Borrower". The words "we", "us", and "our" mean Chase Manhattan Bank USA, N.A.

WHEREAS, you have entered into a Home Equity Line of Credit Agreement And Disclosure Statement (the "Line of Credit Agreement") with Chase Manhattan Bank USA, N.A. dated 04/30/01 which is secured by a Mortgage of the same date, recorded in among the Land Records of COOK County, Illinois in Book 0010354212 Page number \_\_\_\_\_ (the "Security Instruments"), covering real property located at 611 KROMRAY RD., LENONT, IL 60439-6199 (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents"); and

WHEREAS, you desire that we increase your credit limit under the Loan Documents.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us as follows:

**A. AMENDMENT OF LINE OF CREDIT AGREEMENT**

Effective as of April 27, 2004 (The Effective Date), your Credit Limit under the Line of Credit Agreement is increased to \$ 110,000.00.

**B. MODIFICATION OF SECURITY INSTRUMENT**

As of the Effective Date, the Security Instrument is modified to increase the principal sum that may be secured from \$ 60,000.00 to \$ 110,000.00. Except as to the increase in the principal sum secured, this Agreement shall not affect our security interest in, or lien priority on, the property. This Agreement shall not be construed to be a satisfaction, novation or partial or total release of the Line of Credit Agreement or the Security Instrument.

**C. OTHER TERMS**

Except as amended by this Agreement, all terms and conditions of the Loan Document shall remain in full force and effect.

P.I.N.  
This document was prepared by and, after recording, should be returned to :  
Chase Manhattan Bank USA, N.A., Chase Manhattan Home Equity Services,  
One Chase Square, MC-4, Rochester, New York 14643

Reference # 040971236363

S-N  
P-5  
S-Y  
M-Y  
M.T.


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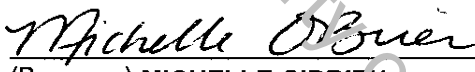
We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

## D. MISCELLANEOUS

In the event of any conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

 \_\_\_\_\_ (SEAL) 4/27/04  
 (Borrower) **SEAN O'BRIEN** (Date)

 \_\_\_\_\_ (SEAL) 4-27-04  
 (Borrower) **MICHELLE O'BRIEN** (Date)

\_\_\_\_\_ (SEAL) \_\_\_\_\_  
 (Borrower) (Date)

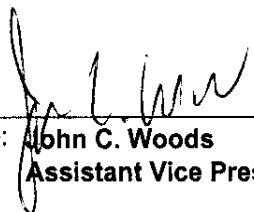
\_\_\_\_\_ (SEAL) \_\_\_\_\_  
 (Borrower) (Date)

[If Borrower is a Trust]

Trust No. \_\_\_\_\_ of \_\_\_\_\_

By: \_\_\_\_\_ (SEAL) Date: \_\_\_\_\_  
 Name:  
 Title:

Accepted by:  
**Chase Manhattan Bank USA, N.A.**

 \_\_\_\_\_ (SEAL) Date: April 22, 2004  
 Name: **John C. Woods**  
 Title: **Assistant Vice President**

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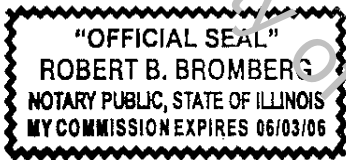
## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
COUNTY OF Cook ) to wit:

I, Robert B Bromberg, a Notary Public in and for the County and State aforesaid, do hereby certify that Sean C'Brien and Michelle C'Brien

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Apr. 27, 2004



[Signature] (SEAL)  
Notary Public

My commission expires: 06/03/06

[If Borrower is a Trust]

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) to wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, an Illinois corporation, on behalf of the said corporation, in its capacity as Trustee.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_



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## Exhibit "A"

### LEGAL DESCRIPTION

LOT 8 IN PLANNED UNIT DEVELOPMENT HIRSEKORN RIDGE, BEING A SUBDIVISION IN SECTIONS 21 AND 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY CONVEYED TO SEAN O'BRIEN AND MICHELLE O'BRIEN HUSBAND AND WIFE TENANTS BY THE ENTIRETY BY DEED FROM STATE BANK OF COUNTRYSIDE, AS TRUSTEE U/T/A DATED 6-21-95, K/A TRUST NO. 95-1585 RECORDED 02/19/1997 IN DOCUMENT NO 97112112

TAX ID# 22-28-217-025

Property of Cook County Clerk's Office