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Doc#: 0429415177
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 10/20/2004 02:19 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



3224143+3
BENEDETTI, JOSEPH
MODIFICATION AGREEMENT

00414511379929

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

K. HUTCHISON, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511379929

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 2, 2004, is made and executed between JOSEPH BENEDETTI and ROWENA M BENEDETTI, whose addresses are 1429 DEERPATH LN, LA GRANGE, IL 60526-0001 and 1429 DEERPATH LN, LA GRANGE, IL 60526-1019 (referred to below as "Borrower"), JOSEPH BENEDETTI, whose address is 1429 DEERPATH LN, LA GRANGE, IL 60526-0001 and ROWENA M BENEDETTI, whose address is 1429 DEERPATH LN, LA GRANGE, IL 60526-1019; HUSBAND AND WIFE IN JOINT TENANCY (referred to below as "Grantor"), and BANK ONE, NA (CHICAGO) (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 March 1, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated March 1, 2003 and recorded on March 19, 2003 in DOC # 0030372819 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:

Tax ID : 15-28-314-033-0000

LOT 156 IN SHERWOOD VILLAGE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

3/10/04
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UNOFFICIAL COPY**MODIFICATION AGREEMENT**

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Loan No: 414511379929

(Continued)

COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1955 AS DOCUMENT 16306516 AND FILED IN OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS, ON JULY 20, 1955 AS DOCUMENT LR1608657, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1429 DEERPATH LN, LA GRANGE, IL 60526-0001. The Real Property tax identification number is 15-28-314-033-0000.

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 **\$150,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$150,000.00** at any one time.

As of **October 2, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.51%**.


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 OCTOBER 2, 2004.

BORROWER:

x 
 JOSEPH BENEDETTI, Individually

x 
 ROWENA M BENEDETTI, Individually

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MODIFICATION AGREEMENT (Continued)

Loan No: 414511379929

GRANTOR:

X *Joseph Benedetti*
JOSEPH BENEDETTI, Individually

X *Rowena M Benedetti*
ROWENA M BENEDETTI, Individually

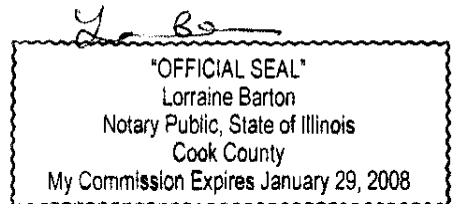
LENDER:

X *Nancy A. Johnson*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **JOSEPH BENEDETTI**, 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 2 day of October, 2004.

By Lorraine Barton Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 01-29-2008

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MODIFICATION AGREEMENT (Continued)

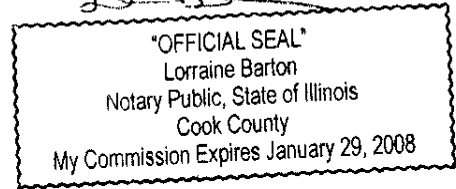
Loan No: 414511379929

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois _____)

) SS

COUNTY OF Cook _____)



On this day before me, the undersigned Notary Public, personally appeared **ROWENA M BENEDETTI**, 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.

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By Lorraine Barton Residing at Chicago

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Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

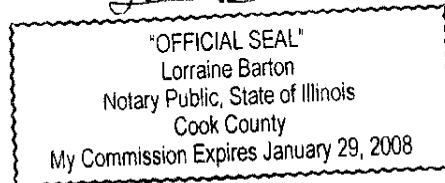
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)



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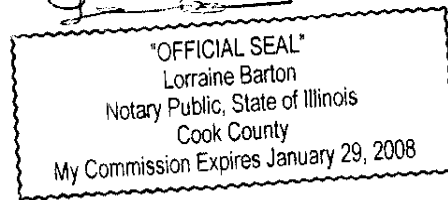
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **ROWENA M BENEDETTI**, 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.

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By Lorraine Barton

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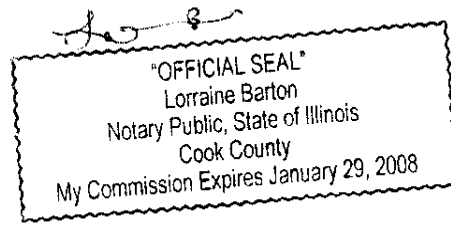
Loan No: 414511379929

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)



On this 2 day of October, 2004 before me, the undersigned Notary Public, personally appeared Nancy A. Johnson and known to me to be the Bank One NA, 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 Lorraine Barton Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 01-29-2008

PUBLIC
 CLERK'S OFFICE
 OF COOK COUNTY