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Doc#: 0429922029
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 10/25/2004 08:00 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



3501062+4 00412530041092
REID, WALTER
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:
CHRISTINA HRDI, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

412530041092

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 2, 2004, is made and executed between WALTER REID JR and MARLA B REID, whose addresses are 78 E 89TH PL, CHICAGO, IL 60619 and 78 E 89TH PL, CHICAGO, IL 60619 (referred to below as "Borrower"), WALTER REID JR, whose address is 78 E 89TH PL, CHICAGO, IL 60619 and MARLA B REID, whose address is 78 E 89TH PL, CHICAGO, IL 60619; 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 **November 28, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **November 28, 2003** and recorded on **February 3, 2004** in **DOC 0403417109** 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: 25-03-130-051-0000

LOT 51 IN THE CHATHAM CLUB, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1998 AS DOCUMENT NO. 98860318 IN COOK COUNTY, ILLINOIS.

57
217
58
my
Bill

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 412530041092

(Continued)

The Real Property or its address is commonly known as 78 E 89TH PL, CHICAGO, IL 60619. The Real Property tax identification number is 25-03-130-051-0000.

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 **\$84,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$84,000.00** 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 **0.66%**.

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 Walter Reid Jr
WALTER REID JR, Individually

x Marla B Reid
MARLA B REID, Individually

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MODIFICATION AGREEMENT

Loan No: 412530041092

(Continued)

GRANTOR:

x *Walter Reid Jr*
WALTER REID JR, Individually

x *Marla B Reid*
MARLA B REID, Individually

LENDER:

x *Keli Tucker*
Authorized Signer **KELI TUCKER**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

)
) SS

COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared **WALTER REID JR**, 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.

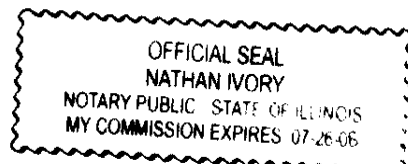
Given under my hand and official seal this 2nd day of October, 2004.

By *Nathan Ivory*

Residing at 122 W. 79th St Chicago IL 60620

Notary Public in and for the State of Illinois

My commission expires 7/26/2006



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MODIFICATION AGREEMENT

Loan No: 412530041092

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

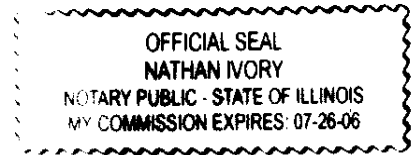
On this day before me, the undersigned Notary Public, personally appeared **MARLA B REID**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of October, 2004.

By Nathan Ivory Residing at 122 W. 79th St. Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 7/26/06



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 412530041092

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **WALTER REID JR**, 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 October, 20 04.

By Nathan Mory
 Notary Public in and for the State of Illinois

Residing at 122 W. 79th St Chgo Ill.
60620

My commission expires 7/26/04



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 412530041092

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **MARLA B REID**, 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 October, 20 04.

By Nathan Mory Residing at 122 W. 17th St. Chgo. Ill. 60620

Notary Public in and for the State of ILLINOIS

My commission expires 7/26/06



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 412530041092

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Kentucky)
) SS
 COUNTY OF Jayette)

On this 12th day of October, 2004 before me, the undersigned Notary Public, personally appeared Wells Tucker 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 William Hurst Jr Residing at Jayette County
 Notary Public in and for the State of Kent

My commission expires November 13, 2007

