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This instrument was prepared by and when recorded mail to: Corus Bank, N.A. 2401 N. Halsted Chicago, IL 60614



Doc#: 0430111104 Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 10/27/2004 10:29 AM Pg: 1 of 3

FOR RECORDER'S USE ONLY

HOME EQUITY LINE OF CREDIT LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is made this 24th day of June, 2004, by and between Curtis Merrill and Carolyn Merrill, husband and wife ("Borrowers") and Corus Bank, N.A. ("Lender") and amends and supplements (1) the Home Equity Line of Credit Mortgage to secure debt (the "Mortgage"), d ted June 9, 1995 and recorded in Cook County, as Document Number 95388839 * and (2) the corresponding Home Equity Line of Credit Agreement and Disclosure Statement (the "Note"), as 2 mended, bearing the same date as and secured by the Security Instrument, which covers the real and personal property described in the Mortgage and defined therein as the "Property," the real property being described as follows:

*Amended by Document Number 0321711136 and recorded 8/5/03

Common Address:

1737 N. Linder, Chicago, IL 60639

Parcel Number:

13-33-313-008

Legal Description: LOT 33 IN BLOCK 8 IN MILLS AND SON', NORTH AVENUE AND CENTRAL AVENUE SUBDIVISION OF THE SOUTHWEST 4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

In consideration of the mutual promises and agreements exchanged, the parties here to agree as follows:

AGREEMENTS

A. The Borrowers' Final Payment Due Date will be extended until June 8, 2007. If Borrowers owe any amount on the Note on the extended Final Payment Due Date, then Borrowers will pay those amounts to Lender on that Date.

The Borrowers will comply with all covenants, agreements, and requirements of the Note and the Mortgage, including without limitation, Borrowers' covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrowers are obligated to make under the Mortgage. Nothing in this Agreement



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shall be understood or construed to be a discharge, satisfaction, novation, or release in whole or in part of the Note and Mortgage.

Except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged and Borrowers and Lender will be bound by, and comply with, all of the terms, conditions, powers and covenants and provisions thereof, and each shall be binding and will remain in full force and effect and are otherwise unchanged except as specifically amended by this Agreement.

Executed as of the day, month and year first written above.

Corus Bank, M.A. Lender

 $\mathbf{p}_{\mathbf{w}}$

Its:

Curtis Merrill

Carolyn Merrill

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NOTARY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Curtis Merrill personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary acts, and as the recent voluntary act, for the uses and purposes, therein set forth.

Given under my hand and notarial seal this 5th day of Myust, 2004

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

OFFICIAL SEAL
ALMA BURKS KEYS
LYCTARY PUBLIC STATE OF ILLINOIS
AY COMMISSION EXP. JULY 17,2005

I, the undersigned, a Notary Public in and for said County, in the State 2 oresaid, DO HEREBY CERTIFY that Carolyn Merrill, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary acts, and as the free and voluntary act, for the uses and purposes, therein set forth.

Given under my hand and notarial seal this 5th day of Mugust, 2004

Notary Public

OFFICIAL SEAL
ALMA BURKS KEYS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. IULY 17:2005