

# UNOFFICIAL COPY



Doc#: 0431722190  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 11/12/2004 10:58 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



3579659+4  
WENTINK, ROBERT  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

MILENA WARNES, PROCESSOR  
P.O. Box 2071  
Milwaukee, WI 53201-2071

414511491186

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 27, 2004, is made and executed between ROBERT F WENTINK and CAROLE D WENTINK, whose addresses are 4837 S KIMBARK AVE, CHICAGO, IL 60615 and 4837 S KIMBARK AVE, CHICAGO, IL 60615 (referred to below as "Borrower"), ROBERT F WENTINK, whose address is 4837 S KIMBARK AVE, CHICAGO, IL 60615 and CAROLE D WENTINK, whose address is 4837 S KIMBARK AVE, CHICAGO, IL 60615; HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON BUT AS TENANTS 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 February 20, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 20, 2004 and recorded on March 10, 2004 in DOC# 0407017030 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: 2S-11-204-009-0000

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS: LOT 2 IN J. Q. ADAMS SUBDIVISION OF THAT PART EAST OF KIMBARK AVENUE OF LOTS 12 TO 17 IN

SY  
P7  
My  
BANK

**UNOFFICIAL COPY****MODIFICATION AGREEMENT**

Loan No: 414511491186

(Continued)

WOODBIDGE'S SUBDIVISION OF BLOCK 9 AND THE SOUTH 1/2 OF BLOCK 8 IN LYMAN LARNED AND WOODBRIDGE'S SUBDIVISION OF EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO, THE SOUTH 49.75 FEET OF THE NORTH 99.50 FEET OF THE EAST 33 FEET OF THE SOUTH 1/2 OF BLOCK 8 IN LYMAN AND WOODBRIDGE'S SUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4837 S KIMBARK AVE, CHICAGO, IL 60615. The Real Property tax identification number is 2S-11-204-009-0000.

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 **\$200,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$200,000.00** at any one time.

As of **October 27, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.1%**.

**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 27, 2004.**

**BORROWER:**

x   
 ROBERT F WENTINK, Individually

x   
 CAROLE D WENTINK, Individually

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## MODIFICATION AGREEMENT

Loan No: 414511491186

(Continued)

**GRANTOR:**

x *Robert F Wentink*  
ROBERT F WENTINK, Individually

x *Carole D. Wentink*  
CAROLE D WENTINK, Individually

**LENDER:**

x *Irena Sonecyska*  
Authorized Signer  
*Irena sonecyska*  
*Relationship Banker*

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Illinois*

COUNTY OF *Du Page*

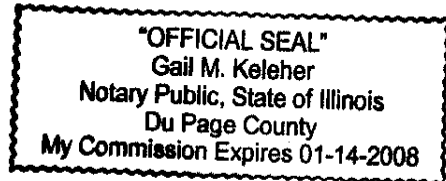
)  
) SS

On this day before me, the undersigned Notary Public, personally appeared **ROBERT F WENTINK**, 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 *27TH* day of *OCTOBER*, 20*04*.

By *[Signature]*  
Notary Public in and for the State of *Illinois*  
My commission expires *1-14-08*

Residing at *Downers Grove, IL*



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## MODIFICATION AGREEMENT

Loan No: 414511491186

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF DuPage )

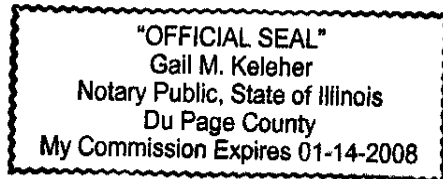
On this day before me, the undersigned Notary Public, personally appeared **CAROLE D WENTINK**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 27TH day of OCTOBER, 2004.

By Gail M. Keleher Residing at Downers Grove IL

Notary Public in and for the State of Illinois

My commission expires 1-14-08



DuPage County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511491186

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF DuPage ) SS  
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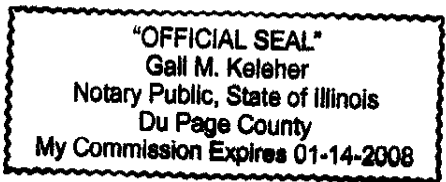
On this day before me, the undersigned Notary Public, personally appeared **ROBERT F WENTINK**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27TH day of October, 2004.

By Gail M. Keleher Residing at Downers Grove IL

Notary Public in and for the State of Illinois

My commission expires 1-14-08



Property of County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511491186

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF DuPage )

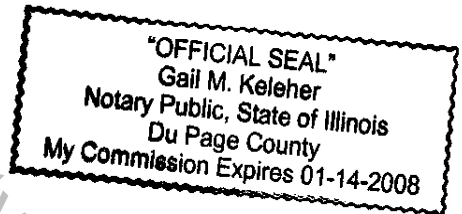
On this day before me, the undersigned Notary Public, personally appeared **CAROLE D WENTINK**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 27TH day of October, 2004.

By Gail M. Keleher Residing at Downers Grove IL

Notary Public in and for the State of Illinois

My commission expires 1-14-08



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511491186

(Continued)

### LENDER ACKNOWLEDGMENT

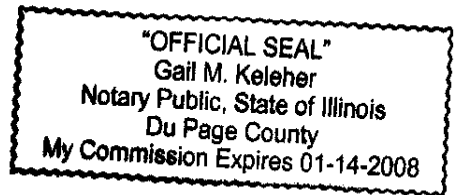
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF DuPage )

On this 27th day of October, 2004 before me, the undersigned Notary Public, personally appeared IRINA SONEVUTSKY and known to me to be the Auth. signer, 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 Gail Keleher Residing at Downers Grove IL

Notary Public in and for the State of Illinois

My commission expires 1-14-2008



OFFICE OF COUNTY CLERK'S OFFICE  
 DuPage County Clerk's Office