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Doc#: 0432418029
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 11/19/2004 09:01 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
Bank One, N.A. Retail Loan
Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



3522251+3
GIROLAMO, ROBERT
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

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

414511480020

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 21, 2004, is made and executed between ROBERT GIROLAMO, whose address is 1701 N DAYTON ST APT A, CHICAGO, IL 60614 (referred to below as "Borrower"), ROBERT GIROLAMO, whose address is 1701 N DAYTON ST APT A, CHICAGO, IL 60614; A SINGLE PERSON (referred to below as "Grantor"), and BANK ONE, N.A. (O.H.O) (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 December 19, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated December 19, 2003 and recorded on February 18, 2004 in DOC# 0404913152 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: 14-32-426-066-1001

UNIT NO. IN DAYTON GREEN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 69, 70 AND 71 IN BLOCK 6 IN SHEFFIELDS'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS

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UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511480020

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EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST NO. 25-3240, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 26330629, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

The Real Property or its address is commonly known as 1701 N DAYTON ST APT A, CHICAGO, IL 60614. The Real Property tax identification number is 14-32-426-066-1001.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

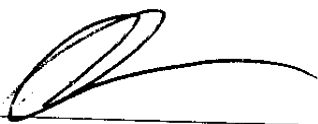
The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$75,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$75,000.00** at any one time.

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 21, 2004.

BORROWER:

X 

 ROBERT GIROLAMO, Individually

GRANTOR:

X 

 ROBERT GIROLAMO, Individually

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LENDER:

x Heli Tucker
Authorized Signer Heli Tucker

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared **ROBERT GIROLAMO**, 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 21ST day of OCTOBER, 20 04.

By Durinda T Brown

Residing at

7176 N. CLYBURN
CHICAGO, IL 60614

Notary Public in and for the State of ILLINOIS

My commission expires 4-15-08

Property of Cook County Clerk's Office

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **ROBERT GIROLAMO**, 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 21ST day of OCTOBER, 2004.

By Durinda T Brown

Residing at 2170 N. CLYBURN
CHgo, IL 60614

Notary Public in and for the State of ILLINOIS

My commission expires 4-15-08

County Clerk's Office

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MODIFICATION AGREEMENT

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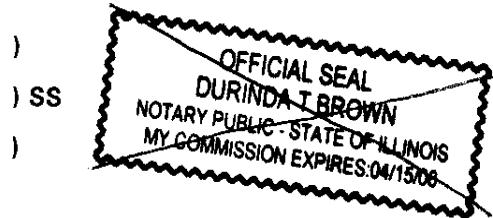
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LENDER ACKNOWLEDGMENT

STATE OF Kentucky

COUNTY OF Fayette



On this 15th day of November, 2004 before me, the undersigned Notary Public, personally appeared Kei Tucker and known to me to be the Banker 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 Robert Dean Leggett

Residing at Fayette

Notary Public in and for the State of Kentucky

My commission expires 6-30-07

