

# UNOFFICIAL COPY



Doc#: 0432920074  
Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 11/24/2004 12:06 PM Pg: 1 of 6

GENERAL AMERICAN CORPORATION  
707 GRANT STREET  
SUITE 400  
PITTSBURGH, PA 15219  
2120733

## Chase Manhattan Bank USA, N.A. ILLINOIS MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND MORTGAGE

This Modification Agreement (the "Agreement") is made on this day November 10, 2004  
between  
COLLEEN S. MC MAHON

and Chase Manhattan Bank USA, N.A.  
In this Agreement the words "you" and "your" mean each person, individually and jointly, who sign this Agreement as "Borrower". The words "we", "us", and "our" mean  
Chase Manhattan Bank USA, N.A.

WHEREAS, you have entered into a Home Equity Line of Credit Agreement and Disclosure Statement ( the "Line of Credit Agreement") with  
Chase Manhattan Bank USA, N.A.

dated 08/27/04, which is secured by a Mortgage of the same date recorded in among the Land Records of COOK County, Illinois, Book 0424033089 Page Number \_\_\_\_\_ located at 2300 W TALCOTT APT. 1E1, PARK RIDGE, IL 60068-3707, (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents"); and

WHEREAS, you desire that we increase your credit limit under the Loan Documents.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us as follows:

### A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of November 10, 2004 (The "Effective Date"), your Credit Limit under the Line of Credit Agreement is increased to \$ 35,000.00.

*May 10 2004*  
O'Connor Title  
Services, Inc.  
# 4328-0212

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Beginning on the next regularly scheduled rate change date following the Effective Date, we will determine your daily periodic rate by adding 1.250 percentage points to the Prime Rate and dividing the result by 365 (366 in leap years) (which results in a current **ANNUAL PERCENTAGE RATE** of 5.750 %). All terms used therein shall have the same meaning as such terms have in the Line of Credit Agreement.

## B. MODIFICATION OF SECURITY INSTRUMENT

As of the Effective Date, the Security Instrument is modified to increase the principal sum that may be secured from \$ 25,000.00 to \$ 35,000.00. Except as to the increase in the principal sum secured, this Agreement shall not affect our security interest in, or lien priority on, the property. This Agreement shall not be construed to be a satisfaction, novation or partial or total release of the Line of Credit Agreement or the Security Instrument.

## C. OTHER TERMS

Except as amended by this Agreement, all terms and conditions of the Loan Document shall remain in full force and effect.

P.I.N.

This document was prepared by and, after recording, should be returned to :

Chase Manhattan Bank USA, N.A., Chase Manhattan Home Equity Services,  
One Chase Square, MC-4, Rochester, New York 14643

We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

## D. MISCELLANEOUS

In the event of any conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein

COLLEEN S. MC MAHON (SEAL)  
(Borrower) COLLEEN S. MC MAHON

11/10/04  
(Date)

\_\_\_\_\_  
(Borrower) (SEAL)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Borrower) (SEAL)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Borrower) (SEAL)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Borrower) (SEAL)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Borrower) (SEAL)

\_\_\_\_\_  
(Date)

Property of Cook County Clerk's Office

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### [If Borrower is a Trust]

Trust No. \_\_\_\_\_ of \_\_\_\_\_

By: \_\_\_\_\_ (SEAL) Date: \_\_\_\_\_

Name:  
Title:

Accepted by:  
**Chase Manhattan Bank USA, N.A.**

By: *Sabrina Kelly* (SEAL) Date: 11/4/04  
Name: *Sabrina Kelly*  
Title: *Mortg. Officer*

### ACKNOWLEDGMENTS

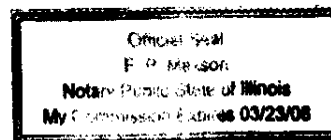
STATE OF ILLINOIS )  
COUNTY OF COOK ) to wit:

I, *F.P. Maxson*, a Notary Public in and for the County and State aforesaid,  
do hereby certify that *Colleen McMillan*

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as  
his/her/their free and voluntary act, for the uses and purposes therein set forth.

*F.P. Maxson* (SEAL)  
Notary Public

My commission expires: 3/23/08



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### [If Borrower is a Trust]

STATE OF ILLINOIS )  
 ) to wit:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, an Illinois corporation, on behalf of the said corporation, in its capacity as Trustee

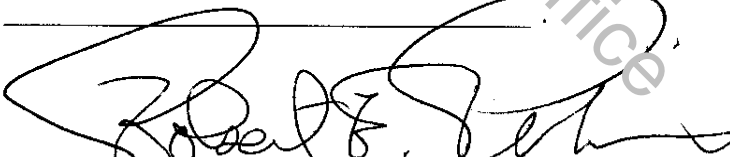
\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) to wit:  
COUNTY OF MONROE )

On this 4<sup>th</sup> day of November, 2004, before me, Robert F. Perkins, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of **Chase Manhattan Bank USA, N.A.**, a national banking association, and that he/she, as such \_\_\_\_\_, being authorized so to do, executed the foregoing Modification Agreement for the purposes therein contained by signing the name of the said corporation by himself/herself as

  
\_\_\_\_\_  
Title: \_\_\_\_\_ (SEAL)

My commission/term of office expires on: 2006

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**LEGAL DESCRIPTION:**

UNIT 1-E-1 AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

LOT 2, EXCEPT THE NORTH 150 FEET THEREOF AND EXCEPT THE WEST 85 FEET THEREOF, AND EXCEPT THE EAST 33 FEET THEREOF AND EXCEPT THAT PART OF AFORESAID LOT 2, AND BEING MORE FULLY DESCRIBED IN DOCUMENT NO. 0424033087 IN THE DEED RECORDS OF COOK COUNTY, ILLINOIS.

TAX I.D.: 09-34-101-027-1007

Property of Cook County Clerk's Office