

# UNOFFICIAL COPY



Doc#: 0434322017  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 12/08/2004 07:56 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



3506725+3 00414511474277

BASIAK, CAROLE  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

DAVID T. HORSCHAK, PROCESSOR  
P.O. Box 2071  
Milwaukee, WI 53201-2071

414511474277

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 26, 2004, is made and executed between CAROLE J BASIAK, whose address is 2420 E BRANDENBERRY CT APT 1B, ARLINGTON HEIGHTS, IL 60004 (referred to below as "Borrower"), CAROLE J BASIAK, UNMARRIED, whose address is 2420 E BRANDENBERRY CT APT 1B, ARLINGTON HEIGHTS, IL 60004 (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 **December 2, 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 2, 2003** and recorded on **February 11, 2004** in **DOC#0404213048** 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 : 03-21-402-014-1121

UNIT NO. 5-1B IN BRANDENBERRY PARK EAST CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN UNIT 1, LOT 2 IN UNIT 2, LOT 3 IN UNIT 3, AND LOT 4 IN UNIT 4 OF BRANDENBERRY PARK EAST BY ZALE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21 TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE

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my  
O.P.

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Loan No: 414511474277

(Continued)

THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25108489, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2420 E BRANDENBERRY CT APT 1B, ARLINGTON HEIGHTS, IL 60004. The Real Property tax identification number is 03-21-402-014-1121.

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 **\$34,250.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$34,250.00** at any one time.

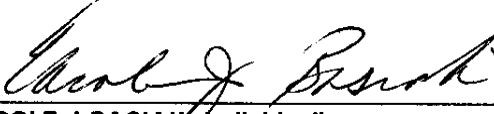
As of **October 26, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.75%**.

**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 26, 2004.**

**BORROWER:**

x   
 \_\_\_\_\_  
 CAROLE J BASIAK, Individually

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## MODIFICATION AGREEMENT

Loan No: 414511474277

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GRANTOR:

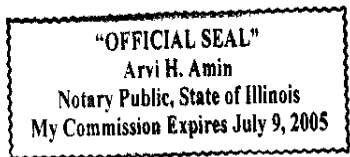
X *Carole J Basiak*  
CAROLE J BASIAK, Individually

LENDER:

X *Irene Viverito*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Illinois* )  
 ) SS  
COUNTY OF *Cook* )



On this day before me, the undersigned Notary Public, personally appeared **CAROLE J BASIAK**, 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 *26* day of *October*, 20*04*.

By *Arvi H. Amin* Residing at *111 E. Bross Ave.*

Notary Public in and for the State of *Illinois*

My commission expires *07/09/05*

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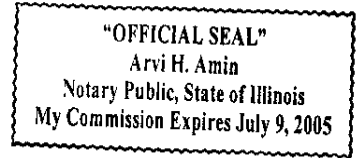
## MODIFICATION AGREEMENT

Loan No: 414511474277

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )



On this day before me, the undersigned Notary Public, personally appeared **CAROLE J BASIAK**, 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 24 day of October, 2004.

By [Signature] Residing at 111 E. Busac Ave.

Notary Public in and for the State of Illinois

My commission expires 07/09/2005

Property of County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511474277

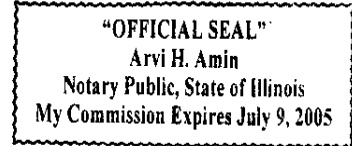
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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

)  
) SS  
)



On this 26<sup>th</sup> day of October, 2007 before me, the undersigned Notary Public, personally appeared Frene Viverito and known to me to be the Notary Public 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 [Signature] Residing at 111 E Burr Ave

Notary Public in and for the State of ILLINOIS

My commission expires 07/09/05

County of Cook Clerk's Office