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Doc#: 0434322019
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 12/08/2004 07:56 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



3153898+5
MITCHELL, JAMES
MODIFICATION AGREEMENT

0414511364138

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

VERONIKA POLYANSKAYA, PROCESSOR
P.O. Box 2071
Milwaukee, WI 53201-2071

414511364138

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated November 6, 2004, is made and executed between JAMES J MITCHELL and EILEEN M MITCHELL, whose addresses are 6843 N OTTAWA AVE, CHICAGO, IL 60631-1106 and 6843 N OTTAWA AVE, CHICAGO, IL 60631-1106 (referred to below as "Borrower"), JAMES J MITCHELL, whose address is 6843 N OTTAWA AVE, CHICAGO, IL 60631-1106 and EILEEN M MITCHELL, whose address is 6843 N OTTAWA AVE, CHICAGO, IL 60631-1106, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY (referred to below as "Grantor"), and BANK ONE, N.A. (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 20, 2002**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **December 20, 2002** and recorded on **January 23, 2003** in **DOC #0030106316** 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: 09-36-110-007-0000

THE NORTH 13 FEET OF LOT 48, LOT 49, THE SOUTH 6 FEET OF LOT 50, IN BLOCK 13 IN

SJM
SN
my
J.M.

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511364138

(Continued)

EDISON PARK, SAID EDISON PARK, BEING A SUBDIVISION IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6843 N OTTAWA AVE, CHICAGO, IL 60631-1106. The Real Property tax identification number is 09-36-110-007-0000.

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 **\$193,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$193,000.00** at any one time.

As of **November 6, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.15%**.

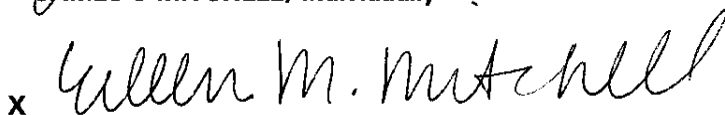
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 NOVEMBER 6, 2004.

BORROWER:

x 
JAMES J MITCHELL, Individually

x 
EILEEN M MITCHELL, Individually

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MODIFICATION AGREEMENT

Loan No: 414511364138

(Continued)

GRANTOR:

X *James J Mitchell*
JAMES J MITCHELL, Individually

X *Eileen M. Mitchell*
EILEEN M MITCHELL, Individually

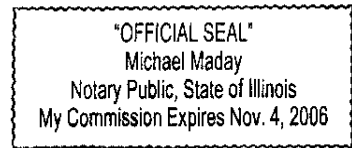
LENDER:

X *Natasha West* NATASHA WEST
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared **JAMES J MITCHELL**, 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 6th day of NOVEMBER, 2004.

By MICHAEL MADAY Residing at GILBERTS

Notary Public in and for the State of ILLINOIS

My commission expires NOV 4, 2006

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MODIFICATION AGREEMENT

Loan No: 414511364138

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INDIVIDUAL ACKNOWLEDGMENT

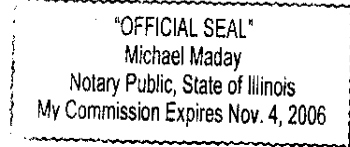
STATE OF ILLINOIS

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **EILEEN M MITCHELL**, 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 6th day of NOVEMBER, 2004.

By MICHAEL MADAY Residing at GILBERTS

Notary Public in and for the State of ILLINOIS

My commission expires Nov 4, 2006

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511364138

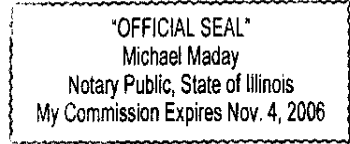
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared **JAMES J MITCHELL**, 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 6th day of NOVEMBER, 2004.

By MICHAEL MADAY Residing at GILBERTS

Notary Public in and for the State of ILLINOIS

My commission expires NOV 4, 2004

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511364138

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

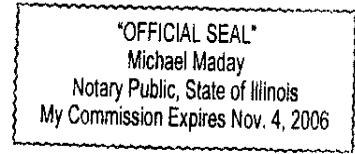
STATE OF ILLINOIS

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **EILEEN M MITCHELL**, 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 6th day of NOVEMBER, 2004.

By MICHAEL MADAY Residing at GILBERTS

Notary Public in and for the State of ILLINOIS

My commission expires NOV 4, 2006

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511364138

(Continued)

LENDER ACKNOWLEDGMENT

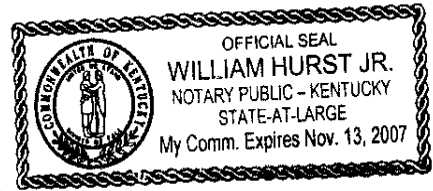
STATE OF Kentucky)
)
) SS
 COUNTY OF Fayette)

On this 18th day of November, 2004 before me, the undersigned Notary Public, personally appeared Natasha West and known to me to be the Bank One, NA 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 William Hurst Jr Residing at Fayette Co.

Notary Public in and for the State of KY

My commission expires November 13, 2007



County of Cook County Clerk's Office