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Doc#: 0434422189
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 12/09/2004 01:27 PM Pg: 1 of 7

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 August 5, 2004
between
ANSEL F HOSMER III and MARLA J HOSMER

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 03/27/03, which is secured by a Mortgage of the same date recorded in among the Land Records of COOK County, Illinois, Book 0325108053 Page Number _____ located at 14904 S KNOX ST, MIDLOTHIAN, IL 60445-3110, (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 August 5, 2004 (The Effective Date"), your Credit Limit under the Line of Credit Agreement is increased to \$ 25,000.00.

PARCEL # 28-10-321-012

PR 154867 REC211

By
7/9/04
13
24
[Signature]

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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 .990 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 5.240 %). 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 \$ 10,000.00 to \$ 25,000.00. 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.

Record & Return:
 Progressive Closing & Escrow Company, Inc.
 50 Vantage Point Drive, Suite 3
 Rochester, NY 14624

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.

Ansel F. Hosmer III (SEAL)
(Borrower) **ANSEL F HOSMER III**

8/5/04 ^{cut}
(Date)

Marla J Hosmer (SEAL)
(Borrower) **MARLA J HOSMER**

8/5/04
(Date)

(Borrower) (SEAL)

(Date)

(Borrower) (SEAL)

(Date)

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Property of Cook County Clerk's Office

(Borrower) (SEAL) (Date)

(Borrower) (SEAL) (Date)

[If Borrower is a Trust]

Trust No. _____ of _____

By: _____ (SEAL) Date: _____
Name:
Title:

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

By: Nathanael Polley (SEAL) Date: 7/29/04
Name: Nathanael Polley
Title: mtg. officer

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ACKNOWLEDGMENTS

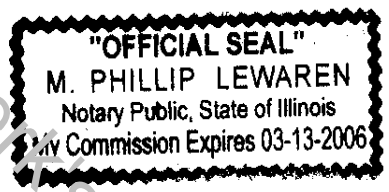
STATE OF ILLINOIS)
) to wit:
COUNTY OF Cook)

I, M. Phillip LEWAREN, a Notary Public in and for the County and State aforesaid,
do hereby certify that ANSEL F. HOSMAN & MARLA J. HOSMER

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.

M. Phillip Lewaren (SEAL)
Notary Public

My commission expires: 3/2/06



[If Borrower is a Trust]

STATE OF ILLINOIS)
) to wit:
COUNTY OF _____)

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

Notary Public (SEAL)

My commission expires: _____

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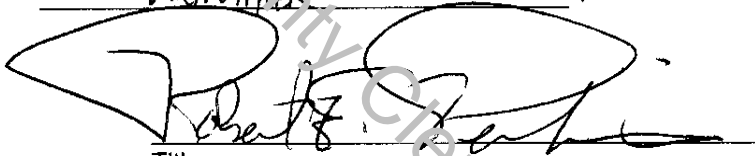
ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF MONROE)

to wit:

On this 29th day of July, 2006, before me,
Robert F. Perkins, the undersigned officer, personally
 appeared Lathana Riley, who acknowledged
 himself/herself to be the Mgr. OFFICER of
Chase Manhattan Bank USA, N.A., a national banking association, and
 that he/she, as such Mrs. DECKER, 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 MGR. OFFICER

 (SEAL)
 Title:

My commission/term of office expires on: 2006

ROBERT F. PERKINS
 Notary Public, State of New York
 Qualified in Monroe County
 Commission Expires July 8, 2006

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LEGAL DESCRIPTION

LOT 22 IN OLD OAK HILLS SUBDIVISION, BEING A RESUBDIVISION OF THE EAST HALF OF BLOCK 22 AND ALL OF BLOCK 21 IN ARTHUR MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND EAST HALF OF SAID SOUTHEAST QUARTER OF SECTION 9; THE WEST HALF OF THE SOUTHWEST QUARTER AND THE WEST 33/80 OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1917 AS DOCUMENT NO 6094056), IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY CONVEYED TO ANSEL F. HOSMER, III AND MARLA J. HOSMER JOINT TENANTS BY DEED FROM THOMAS J. MIHALJEVIC AND CAROL P. MIHALJEVIC HUSBAND AND WIFE RECORDED 03/24/1992 IN DEED BOOK 92193249 PAGE . IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK, ILLINOIS.

TAX ID# 28-10-321-012