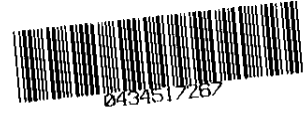


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Doc#: 0434517267
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 12/10/2004 03:12 PM Pg: 1 of 7

R&R
Consumer Marketing Service
6500 New Venture Gear
E. Syracuse, NY 13057
315-476-8414

ILLINOIS MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND MORTGAGE

This Modification Agreement (the "Agreement") is made on this day July 26, 2004

between
DAVID J NELSON, SINGLE
2106 W ERIE APT. 3E, CHICAGO, IL 60612-1320

and CHASE MANHATTAN BANK USA NA ONE CHASE SQ, S4 ROCHESTER, NY 14643
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 NA

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 NA

dated 12/03/02, which is secured by a Mortgage of the same date recorded in among the Land Records of COOK County, Illinois, Book 0021331148 Page Number _____ located at 2106 W. ERIE APT. 3E, CHICAGO, IL 60612-1320 (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 July 26, 2004 (The Effective Date), your Credit Limit under the Line of Credit Agreement is increased to \$ 50,800.00.

Syer
D7
S mo
m yes
Jr

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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 1.500 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 5.500 %). 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 \$ 40,800.00 to \$ 50,800.00. 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 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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_____(SEAL)
(Borrower)

(Date)

_____(SEAL)
(Borrower)

(Date)

[If Borrower is a Trust]

Trust No. _____ of _____

By: _____ (SEAL)

Date: _____

Name:

Title:

Accepted by:

By: Carol J. Ricigliano (SEAL)

Date: July 22 2004

Name: **Carol J. Ricigliano**
Title: **Assistant Vice President**

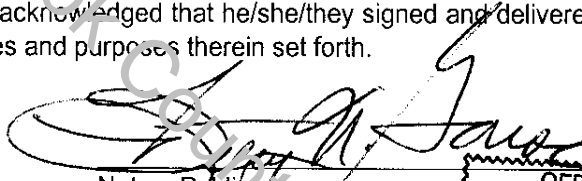
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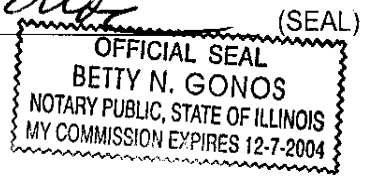
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
COUNTY OF COOK) to wit:

I, BETTY N. GONOS, a Notary Public in and for the County and State aforesaid, do hereby certify that DAVID NELSON

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.


Notary Public
BETTY N. GONOS



My commission expires: 12-7-04

[If Borrower is a Trust]

STATE OF ILLINOIS)
COUNTY OF _____) to wit:

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)

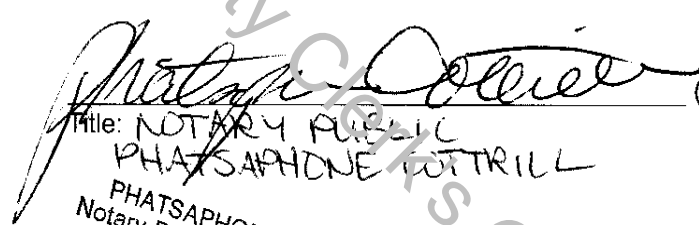
My commission expires: _____

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ACKNOWLEDGMENT

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

On this 22~~26~~th day of July, 2007, before me,
PHATSAPHONE COTTRILL, the undersigned officer, personally
appeared Carol J. Ricigliano, who acknowledged
himself/herself to be the Assistant Vice President of
CHASE MANHATTAN BANK USA NA, a national banking association, and
that he/she, as such Assistant Vice President, 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 Assistant Vice President.

 (SEAL)
Title: NOTARY PUBLIC
PHATSAPHONE COTTRILL
PHATSAPHONE COTTRILL
Notary Public, State of New York
No. 01CO6090565
Qualified in Monroe County
Commission Expires April 14, 2007

My commission/term of office expires on:

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LEGAL DESCRIPTION

UNIT NUMBER 3E IN THE EAST VILLAGE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 47 AND 48 IN PARKER'S SUBDIVISION OF BLOCK 11 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 98754284, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY CONVEYED TO DAVID J. NELSON BY DEED FROM JENNIFER SIMMS,

N/K/A JENNIFER STANISIC AND GEORGE STANISIC HUSBAND AND WIFE RECORDED 11/04/2002 IN DEED BOOK 0021216015 PAGE , IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK, ILLINOIS.

TAX ID# 17-07-111-050-1003

Property of Cook County Clerk's Office