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0434927115

WHEN RECORDED MAIL TO:

Bank One, N.A. Retail Loan
Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606

Doc#: 0434927115

Eugene "Gene" Moore Fee: \$34.50

Cook County Recorder of Deeds

Date: 12/14/2004 03:21 PM Pg: 1 of 6



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LAWRENCE, STEVE
MODIFICATION AGREEMENT

0414511374616

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

CHRISTINA HRDI, PROCESSOR

P.O. Box 2071

Waukegan, WI 53201-2071

414511374616

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 15, 2004, is made and executed between STEVE LAWRENCE, whose address is 4830 S WOODLAWN AVE, CHICAGO, IL 60615-1920 (referred to below as "Borrower"), STEVE LAWRENCE, whose address is 4830 S WOODLAWN AVE, CHICAGO, IL 60615-1920; and SIDONIE E LAWRENCE, whose address is 4830 S WOODLAWN AVE, CHICAGO, IL 60615-1920; HUSBAND AND WIFE (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 January 27, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated January 27, 2003 and recorded on February 13, 2003 in DOC # 0030213289 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: 20-11-108-016-0000

THE SOUTH 42 FEET OF LOT 5 AND THE NORTH 18 FEET IN BLOCK 13 IN LYMAN, LARNED AND WOBDRIDGE'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 AND THE SOUTHEAST

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(Continued)

QUARTER WEST OF THE ILLINOIS CENTRAL RAILROAD OF SECTION 2, ALL IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP RECORDED SEPTEMBER 23, 1854 IN BOOK 85 OF MAPS, PAGE 54, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4830 S WOODLAWN AVE, CHICAGO, IL 60615-1920. The Real Property tax identification number is 20-11-108-016-0000.

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 **\$200,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$200,000.00** at any one time.

As of **October 15, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0%**.

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 15, 2004.

BORROWER:

x Steve Lawrence
STEVE LAWRENCE, Individually

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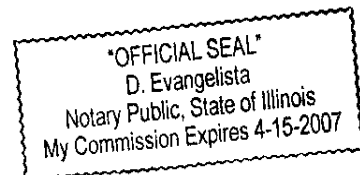
GRANTOR:X Steve Lawrence
STEVE LAWRENCE, IndividuallyX Sidonie E Lawrence
SIDONIE E LAWRENCE, Individually**LENDER:**X Canas R. Bellamy
Authorized Signer
Canas R. Bellamy**INDIVIDUAL ACKNOWLEDGMENT**STATE OF IL

) SS

COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **STEVE LAWRENCE**, 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 15 day of OCT, 2004.

By D. EvangelistaResiding at CHICAGONotary Public in and for the State of ILMy commission expires 15 APRIL 07

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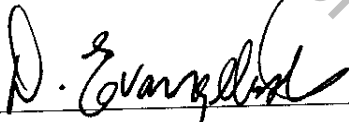
INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **STEVE LAWRENCE**, 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 15 day of OCT, 20 04.

By



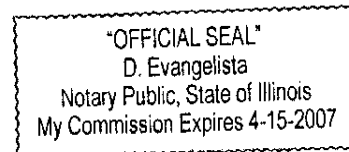
Residing at

CHICAGO

Notary Public in and for the State of

IL

My commission expires

15. APRIL. 07

Property of Cook County Clerk's Office

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

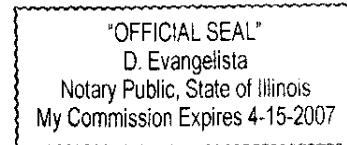
On this day before me, the undersigned Notary Public, personally appeared **SIDONIE E LAWRENCE**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15 day of OCT, 20 04.

By D. Evangelista Residing at CHICAGO

Notary Public in and for the State of IL

My commission expires 15. APRIL. 07



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(Continued)

LENDER ACKNOWLEDGMENT

STATE OF KY)
) SS
 COUNTY OF Fayette)

On this 29th day of Nov, 2004, before me, the undersigned Notary Public, personally appeared Genes R. Bellamy 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 County

Notary Public in and for the State of

KY

My commission expires

November 13, 2007