

UNOFFICIAL COPY



Doc#: 0435720141
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 12/22/2004 03:11 PM Pg: 1 of 7



Southpointe Plaza II
Suite 300
380 Southpointe Blvd.
Canonsburg, PA 15317
(800) 950-0050

6004804

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 September 30, 2004
between
MARK DSPENCER and LORI C SPENCER

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. as successor in interest to The Chase Manhattan Bank

dated 02/05/03, which is secured by a Mortgage of the same date recorded in among the Land Records of COOK County, Illinois, Book 00301764 Page Number 66 located at 1837 ELM AVE, NORTHBROOK, IL 60062-5460 (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

Box 162

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 September 30, 2004 (The Effective Date), your Credit Limit under the Line of Credit Agreement is increased to \$ 35,000.00

O'Connor Title
Services, Inc.
4357-00168

UNOFFICIAL COPY

Beginning on the next regularly scheduled rate change date following the Effective Date, we will determine your daily periodic rate by adding .000 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 4.500 %). 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 \$ 25,000.00 to \$ 35,000.00. 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.

P.I.N.

This document was prepared by and, after recording, should be returned to:
Chase Manhattan Bank USA, N.A., 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.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

Mark D Spencer (SEAL)
(Borrower) **MARK DSPENCER**

9/30/04
(Date)

Lori C Spencer (SEAL)
(Borrower) **LORI C SPENCER**

9/30/04
(Date)

(Borrower) (SEAL)

(Date)

(Borrower) (SEAL)

(Date)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

_____(SEAL) _____
(Borrower) (Date)

_____(SEAL) _____
(Borrower) (Date)

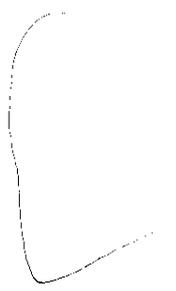
[If Borrower is a Trust]

Trust No. _____ of _____

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

Accepted by:
Chase Manhattan Bank USA, N.A. as successor in interest to The Chase Manhattan Bank

By: Harold W. Drake (SEAL) Date: 10/8/04
Name: **HAROLD W. DRAKE**
Title: **MORTGAGE OFFICER**



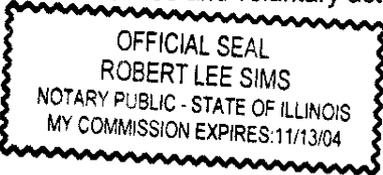
UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
COUNTY OF Cook) to wit:

I, Robert Lee Sims, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark D. Spencer & Lori C. Spencer

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.



Robert Lee Sims (SEAL)
Notary Public

My commission expires: 11-13-04

[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: _____

UNOFFICIAL COPY

ACKNOWLEDGMENT

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

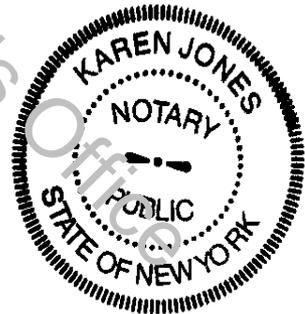
On this 8 day of October, 2006, before me,

appeared HAROLD W. DRAKE, the undersigned officer, personally
himself/herself to be the MORTGAGE OFFICER, who acknowledged
Chase Manhattan Bank USA, N.A. of
that he/she, as such Mortgage Officer, a national banking association, and
the foregoing Modification Agreement for the purposes therein contained by signing the name of the
said corporation by himself/herself as Mortgage Officer.

Karen Jones
Notary Public, State of New York
NO. 01J06075592
Qualified in Monroe County
Commission Expires June 10, 2006

Karen Jones (SEAL)
Title: Notary

My commission/term of office expires on: 6-10-06



UNOFFICIAL COPY

LEGAL DESCRIPTION

LOT 5 IN BLOCK 4 IN 1ST ADDITION TO NORTHBROOK MANOR A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE EAST 30 FEET FOR STREET) AND THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER LYING EAST OF RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND THE SOUTH HALF OF THE SOUTHWEST QUARTER (EXCEPT RAILROAD) IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY CONVEYED TO MARK D. SPENCER AND LORI C. SPENCER HUSBAND AND WIFE TENANTS BY THE ENTIRETY BY DEED FROM JOHN C. RAITH AND VICTORIA P. RAITH HUSBAND AND WIFE RECORDED 07/26/2001 IN DEED BOOK 0010674108 PAGE , IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK, ILLINOIS.

Tax ID: 04-10-308-005