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Doc#: 0501318119
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 01/13/2005 10:34 AM Pg: 1 of 7



NATIONAL EQUITY SERVICES
565 BLOSSOM ROAD
SUITE B
ROCHESTER, NY 14610

Chase Manhattan Bank USA, N.A.

ILLINOIS

CAK-04-3033

MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND MORTGAGE

This Modification Agreement (the "Agreement") is made on this day July 24, 2004
between
PAUL D GAYNOR & JUSTIN GAYNOR

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 09/30/02, which is secured by a Mortgage of the same date recorded in among the Land Records of COOK County, Illinois, Book 0021071503 Page Number _____ located at 1838 S LINDEN ST, DES PLAINES, IL 60018-2353 (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 24, 2004 (The Effective Date), your Credit Limit under the Line of Credit Agreement is increased to \$ 50,000.00.

Handwritten initials/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 \$ 30,000.00 to \$ 50,000.00. 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.

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

Paul D Gaynor (SEAL)
(Borrower) PAUL D GAYNOR

7/24/04
(Date)

Judith Danielle Gaynor (SEAL)
(Borrower) JUDITH DANIELLE GAYNOR

7/24/04
(Date)

(Borrower) (SEAL)

(Date)

(Borrower) (SEAL)

(Date)

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(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: Carol J. Ricigliano (SEAL)

Name: **Carol J. Ricigliano**

Title: **Assistant Vice President**

Date: 7-22-04

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ACKNOWLEDGMENTS

STATE OF ~~ILLINOIS~~ INDIANA)
COUNTY OF Lake) to wit:

I, Kelli F Esks, a Notary Public in and for the County and State aforesaid, do hereby certify that Paul D Gaynor & Judith Danielle Gaynor

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.

Kelli F Esks (SEAL)
Notary Public

My commission expires: Feb 18, 2009

[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)

COUNTY OF MONROE)

to wit:

On this 22nd day of July, 2004, before me,

appeared Carol J. Ricigliano, the undersigned officer, personally
himself/herself to be the Assistant Vice President, who acknowledged

Chase Manhattan Bank USA, N.A. of
that he/she, as such Assistant Vice President, 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 Assistant Vice President.

Phatsaphone Cottrill (SEAL)
Title:

My commission/term of office expires on:

PHATSAPHONE COTTRILL
Notary Public, State of New York
No. 07CO6090565
Qualified in Monroe County
Commission Expires April 14, 2007

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LEGAL DESCRIPTION

THE SOUTH 1/2 OF LOT 9 (EXCEPT THE WEST 1/2 OF THAT PART LYING WEST OF THE EAST 33 FEET THEREOF) IN BLOCK 2 IN ARTTIUR T. MCINTOSH AND COMPANY'S SECOND ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER:

09-28-116-046-0000

This property is or will be improved by a one or two family dwelling.

Property of Cook County Clerk's Office