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Doc#: 0503249006
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 02/01/2005 07:16 AM Pg: 1 of 5

THIS INSTRUMENT PREPARED BY:
Randy Kirchmann

COUNTRYWIDE BANK, A DIVISION OF TREASURY BANK, N.A.
450 American St, Mail Stop: SV3-226
Simi Valley, CA 93065

LOAN NUMBER: 50808702

ASSESSOR PARCEL NUMBER:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

This Modification Agreement (the "Modification") is made as of 11/18/2004, between William J Houlihan and Thomas Scott (the "Borrower(s)") and Countrywide Bank, A Division of Treasury Bank, N.A. ("Countrywide Bank, A Division of Treasury Bank, N.A."), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Mortgage which states the property is vested in William J Houlihan and Thomas Scott, dated 7/2004 and recorded 7/15/2004, in Book Number -----, at Page Number -----, as Document No. 419726326, in the Official Records of the County of Cook, State of Illinois (the "Security Instrument"), and covering the real property with a commonly known address of: 4310 N WOLCOTT AVENUE CHICAGO, IL 60613 (the "Property"), and more specifically described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Amendment to Credit Limit:** My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$70,000.00.
- 2. Amendment to Margin:** The "Margin" used to determine the ANNUAL PERCENTAGE RATE is modified to 1.250 percentage points.

2201205

Initials 

WHEN RECORDED MAIL TO:
First American Title
P.O. Box 27670
Santa Ana, CA 92799
Attn: Recording Dept.

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3. Representation of Borrower(s): Borrower(s) represent(s) to Countrywide Bank, A Division of Treasury Bank, N.A. that:

- a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;
- b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Bank, A Division of Treasury Bank, N.A. in writing;
- c) I am/We are the only owner(s) of the property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 7/7/2004. In the event there are changes, Borrower(s) has/have notified Countrywide Bank, A Division of Treasury Bank, N.A. of such changes prior to the completion of this modification;
- d) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;
- e) I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;
- f) I/We understand that homestead property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we voluntarily give up my/our right to the protection of the property with respect to claims based upon this contract;
- g) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our signature(s) and that Countrywide Bank, A Division of Treasury Bank, N.A. has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my/our loan being in default, civil liability and/or criminal penalties.

4. Limited Effect: The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Bank, A Division of Treasury Bank, N.A. there under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this Modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.

5. Effective Date/Limitation on Effect: This Modification when completed, signed and notarized will be effective no later than the first business day of the next month, if the signed documents are received by Countrywide Bank, A Division of Treasury Bank, N.A. no later than the 20th calendar day. Otherwise, this modification will be effective no later than the 10th business day of the month thereafter. This Modification is null and void unless completed, signed, notarized and returned to Countrywide Bank within fourteen (14) days from the above-specified date.

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IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

BORROWER(S)

William J. Houlihan 12-10-04 Thomas Scott 12/10/04
 Signature Date Signature Date

Witness _____
Signature of Witness

Witness _____
Signature of Witness

CO-OWNER(S)

The undersigned hereby consents to the execution of this Modification, which serves to increase the lien amount on the Subject Property.

Date

Date

Witness _____
Signature of Witness

Witness _____
Signature of Witness

Notary Acknowledgement for Borrower(s)/Owner(s)

State of ILLINOIS

County of COOK

On DEC 10 2004, before me, ELENA HUERTAS,
Date Name of Notary Public

personally appeared William J. Houlihan & Thomas Scott is subscribed to
Name(s) of Borrower(s)/Owner(s)

the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature Elena Huertas
Signature of Notary Public



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PLEASE DO NOT WRITE BELOW - COUNTRYWIDE BANK, A DIVISION OF TREASURY BANK, N.A. ONLY

LENDER

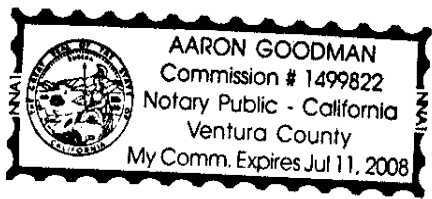
Treasury Bank, N.A., by Countrywide Home Loans Servicing LP, Its true and lawful Attorney-in-Fact

By: *Donna Panosian*
Donna Panosian, Vice President

Notary Acknowledgement for Lender
State of California
County of Ventura

On 12-20-04, before me, Aaron Goodman, personally appeared Donna Panosian, Vice President of Countrywide Home Loans Servicing LP, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS MY HAND AND OFFICIAL SEAL

Signature *Aaron Goodman*
Signature of Notary Public



Property of County Clerk's Office

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LOAN # 56808702

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF Illinois,
COUNTY OF COOK CITY OF CHICAGO, AND DESCRIBED AS FOLLOWS:

LOT 16 IN BLOCK 2 IN FOSTER MONTROSE BOULEVARD SUBDIVISION, A
RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, LYING WEST OF THE CHICAGO AND NORTHWESTERN RAILROAD
RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

APN # 1418401032

Property of Cook County Clerk's Office