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Doc#: 0510412134
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 04/14/2005 11:25 AM Pg: 1 of 5

THIS INSTRUMENT PREPARED BY:

Randy Kirchmann

F When recorded mail to:

LSI - North Recording Division
5029 Dudley Blvd
McClellan, CA 95652 1221934
(800) 964-3324

LOAN NUMBER: 32157399

ASSESSOR PARCEL NUMBER: 1321419015000

(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 2/14/2005, between Manuel Peralta and Haydee Peralta (the "Borrower(s)") and Countrywide Home Loans, Inc. ("Countrywide Home Loans, Inc."), 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 Manuel Peralta and Haydee Peralta, dated 10/23/2003 and recorded 12/1/2003, in Book Number _____, at Page Number _____, as Document No. 0333502083, 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: 4917 W SCHOOL ST CHICAGO, IL 60641 (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 \$47,100.00.

2. Representation of Borrower(s): Borrower(s) represent(s) to Countrywide Home Loan, Inc. 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) local 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;

Prepared By: Randy Kirchmann
450 American Street, Mail Stop SV3-226
Simi Valley, CA 93065

Initials MP HP

S-Y
P-5
S-Y
M-Y
M-J

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- b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Home Loans, Inc. 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 10/23/2003. In the event there are changes, Borrower(s) has/have notified Countrywide Home Loans, Inc. 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 Home Loans, Inc. 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.

3. 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 Home Loans, Inc. there under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this modification have the same meanings as in the Home Equity Line of Credit Agreement and Disclosure Statement.

4. 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 following receipt by Countrywide Home Loans, Inc.. This Modification is null and void unless completed, signed, notarized and returned to Countrywide Home Loans, Inc. within fourteen (14) days from the above-specified date.

Initials

MB HP

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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)

Manuel Peralta 2/22/05 Haydee Peralta 2/22/05
 Manuel Peralta Date Haydee Peralta 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 February 23rd 2005, before me, MARIA M. VEGA
 Date Name of Notary Public

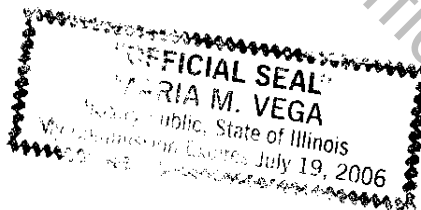
personally appeared Manuel C. Peralta & Haydee Peralta is subscribed to
 Name(s) of Borrower(s)/Owners

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 Maria M. Vega
 Signature of Notary Public

Mania M. Vega



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LENDER

COUNTRYWIDE HOME LOANS, INC.

By: *Donna Panosian*
Donna Panosian, Vice President

Notary Acknowledgement for Lender
State of California
County of Ventura

On 3/8/09, before me, Travis Osterhoudt,
personally appeared Donna Panosian, Vice President of Countrywide Home Loans, Inc., A New York Corporation,
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 *Travis Osterhoudt*
Signature of Notary Public
Travis Osterhoudt



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Exhibit "A" (TS)

The west 15 feet of lot 7 and lot 8 (except the west 12 feet thereof) in block 6 in Edward's subdivision of the southwest 1/4 of the southeast 1/4 of the southeast 1/4 of section 21, township 40 north, range 13, east of The Third Principal Meridian, in Cook County, Illinois. Tax Id# 13-21-419-015-0000

Parcel ID #: 13214190150000

Property of Cook County Clerk's Office