

# UNOFFICIAL COPY

This instrument was prepared by  
Ronald Hoskins  
1755 Lynnfield Building D  
Memphis, TN 38119

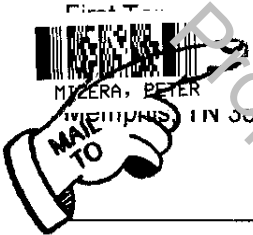


Doc#: 0510412232  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 04/14/2005 03:45 PM Pg: 1 of 5

**Recording requested by:**

First Tennessee Bank National  
Association

**After recording return to:**



Record and Return To:  
Integrated Loan Services  
600-A N John Rodes Blvd.  
Melbourne, FL 32934

MYZERA, PETER  
MEMPHIS, TN 38119-U888

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**MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND OPEN-END MORTGAGE  
ACCOUNT NUMBER 4458370395357250**

32.50

THIS MODIFICATION AGREEMENT (this "Agreement") is made between FIRST TENNESSEE BANK NATIONAL ASSOCIATION and Peter Mizera and Cheryl Mizera, Husband and Wife ("Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean First Horizon Home Loan Corporation.

WHEREAS, Borrower has entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-In-Lending Act (the "Line of Credit Agreement") with us, dated December 10, 2003, which is secured by a Mortgage of the same date recorded in Document Number 0401217101 of the Official Records of Cook County (the "Security Instrument")<sup>1</sup>, covering real property located at 1276 Camelot Lane, Lemont, Illinois (the "Property"), (collectively, the "Loan Documents"); and

WHEREAS, you desire that we agree to certain changes to the Line of Credit Agreement as hereinafter set forth.

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 March 4, 2005 (the "Effective Date"), the Line of Credit Agreement shall be modified with respect to such of the following items as are initialed by Borrower:

<sup>1</sup> If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to complete the recording information for the Security Instrument.

3/20/05  
J3

**UNOFFICIAL COPY****Borrower's Initials**

1. The Credit Limit specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from \$75,000 to \$125,000.

2. Your Rate Differential (Margin above Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be increased from -0.30% to 0.00%.

**B. MODIFICATION OF SECURITY INSTRUMENT.** As of the Effective Date, the Security Instrument shall be modified to increase the principal sum that may be secured thereby from \$75,000 to \$125,000.

**C. OTHER TERMS**

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our security interest in, or lien priority on, the Property.

2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

3. 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.

4. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable 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.

WITNESS:


Sign Name: Sherry Washington

Print Name: Sherry Washington

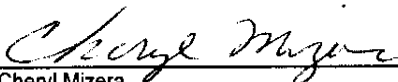
Sign Name: Sherry Washington

Print Name: Sherry Washington

BORROWER:



Peter Mizera  
Date: 3/4/05



Cheryl Mizera  
Date: 3-4-05

Stephanie Terzolas  
Stephanie Terzolas

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: 

Name: Cindy McNeill  
Title: Vice President  
Date: 3/7/05

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## ACKNOWLEDGMENTS<sup>2</sup>

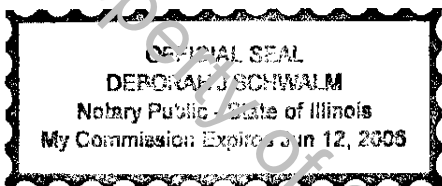
State of Illinois,  
County of Cook

The foregoing instrument was acknowledged before me this March 4, 2005 by  
PETER MIZERA and Cheryl Mizera

*Dorothy J Schwalm*  
(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any) 467221



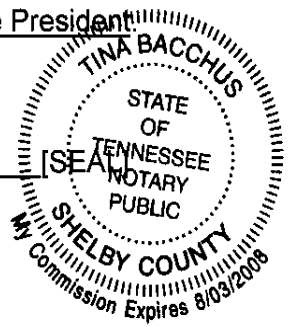
STATE OF TENNESSEE, COUNTY OF SHELBY, to wit:

Before me, a notary public of the state and county mentioned, personally appeared Cindy McNeill, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Vice President of First Horizon Home Loan Corporation, a corporation, and that, in his/her capacity as a Vice President of the said corporation and on its behalf, he/she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Vice President.

Witness my hand and seal, on this 7 day of March, 2005.

*Tina Bacchus*  
Print Name: Tina Bacchus  
Notary Public

My commission expires on 8/3/08.



<sup>2</sup> If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to provide acknowledgements for this Agreement.

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## SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN COOK COUNTY, ILLINOIS, TO WIT:

LOT 24 IN CASTLEWOOD ESTATES SUBDIVISION, BEING A SUBDIVISION OF PARTS OF SECTIONS 27 AND 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 22, 1993 AS DOCUMENT 03055750 IN COOK COUNTY, ILLINOIS.

KNOWN: 1276 CAMELOT LANE

PARCEL: 22-28-407-002-0000

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