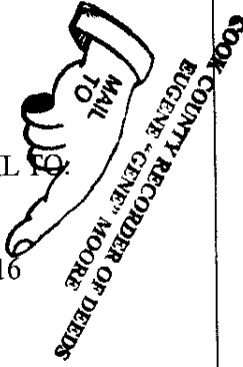


UNOFFICIAL COPY

Recording Requested by
Countrywide Home Loans, Inc.

AND WHEN RECORDED MAIL TO

Countrywide Home Loans, Inc.
1800 Tapo Canyon Road-SV2-116
Simi Valley, CA 93063
Attn: **BRANDY MCKAY**
CLD Deficiency Department
DOC. ID#: 000259619292005N



Doc#: 0512534095
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 05/05/2005 02:22 PM Pg: 1 of 4

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE MORTGAGE (LINE OF CREDIT)

This Loan Modification Agreement (the "Agreement"), made this **24th** day of **March**, **2005** between **ABNER AVILA**, (the "Borrowers") and **Countrywide Home Loans, Inc.**, ("Lender"), amends and supplements that certain **MORTGAGE (LINE OF CREDIT)** between, **COUNTRYWIDE HOME LOANS, INC.**, and **ABNER AVILA, MARRIED TO MAY E REQUILMAN**, dated **April 10, 2003** and recorded on **May 07, 2003** as **Instrument Number 312729050** in the Official Records of the **COOK** County, State of **ILLINOIS** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

**1740 N MAPLEWOOD
CHICAGO, IL 60647**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

- **TO CORRECT THE NOTARY SECTION OF THE MORTGAGE (LINE OF CREDIT) ON PAGE 6.**

The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Home Loans, Inc. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a second lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

SY
P4
MY
BMR

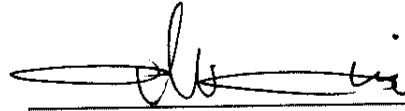
30-5-11

UNOFFICIAL COPY

Countrywide Home Loans, Inc.



By: **Edward Gerovian**
Its: **Assistant Vice President**



ABNER AVILA

Property of Cook County Clerk's Office

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

UNOFFICIAL COPY

STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 29th Day of March 2005, BEFORE ME,

Jacqueline C. Steele
(Notary Public)

personally appeared, **ABNER AVILA**, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

Jacqueline C. Steele
Notary Public

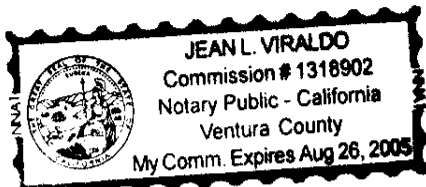
Commission Expires: 6/23/08

(SEAL)

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On this 9 day of April 2005, before me, **Jean L Viraldo**, Notary Public, personally appeared **Edward Gerovian**, Assistant Vice President for Countrywide Home Loans, Inc., personally known to me to be the person whose name is signed 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



Jean L. Viraldo
Notary Public

Commission Expires: _____

August 26, 2005

(SEAL)

UNOFFICIAL COPY

DOC ID # 0002596192959206

and further described as:

LOT 103 AND P-11 IN BLOCK CITY LOFTS CONDOMINIUM AS DEPICTED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATES: CERTAIN LOTS IN BLOCK 6 IN J.W. HABLETON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010923251, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

TAX NO: 13-36-421-039-1003
13-36-421-039-1081

Parcel ID #: 1336421039

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Mortgage will secure your loan in the principal amount of \$ 50,000.00 or so much thereof as may be advanced and re-advanced from time to time to
ABNER AVILA

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated April 10, 2003, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.