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Chase Manhattan Bank USA, N.A. c/o Home Equity Services
Processing Center
One Chase Square, MC-4
Rochester, New York 14643



Doc#: 0514511273 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 05/25/2005 10:10 AM Pg: 1 of 4

P.I.N. 16-17-310-018-000

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# MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND HOME EQUITY LINE OF CREDIT MORTGAGE

4

THIS MODIFICATION ACCEEMENT (this "Agreement") is made between Chase Manhattan Bank USA, N.A. and <u>THOMAS R DILLEY AND MARIANNELL BASSETT-DILLEY</u>. 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 Chase Manhattan Bank USA, N.A.

WHEREAS, you have entered into a Home Fquity Line of Credit Agreement and Disclosure Statement (the "Line of Credit Agreement") with us dated SEPTEMBER 24, 2004, which is secured by a Mortgage of the same date recorded in Instrument 1 o. 0427226165 of the COOK County Register of Deeds ("Security Instrument"), covering real property located at 1042 SOUTH HIGHLAND AVENUE OAK PARK IL 60304, Illinois (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents"); and

WHEREAS, you desire that we decrease your credit limit under the Loan Documents;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us that the Line of Credit Agreement and the Security Instrument will be modified as follows:

#### A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of MAY 12, 2005 (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to \$71,000.00.

EGENT TITLE

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#### **B. MODIFICATION OF SECURITY INSTRUMENT**

As of the Effective Date, the Security Instrument is modified to decrease the principal sum that may be secured from \$100,000.00 to \$71,000.00. Except as to the decrease in the principal sum secured, this Agreement shall not affect our security interest in, or lien priority on, the Property.

#### C. OTHER TERMS

- 1. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.
- 2. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications yes may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.
- 3. 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.

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

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WITNESS:		0,	BORROWER:	$\frac{1}{2}$	
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Printed Name: -THOMA	S R. DILLEY THOMAS	R. BASSETT-DILLEY	Pri ste/, Name: MARIANNE	LL BASSETT-DILLEY	_( /
			Date:		
			(O/Z		_(SEAL)
Printed Name:			Printed Name:	Ŝ	( )
			Date:	$O_{x_{\bullet}}$	
		[If Borrower is	a Trust]		
Trust No	of			Ø	
Ву:			Date:		
Name:					
Title:					

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# **UNOFFICIAL COPY**

	CHASE MANHATTAN BANK USA, N.A.		
Printed Name: Casig Amogo h	By:(SEAL)  Name: HAROLD W. DRAKE  Title: MORTGAGE OFFICER  Date:S/12/05		
ACKNO	WLEDGEMENTS		
STATE OF ILLIPLOIS ) COUNTY OF )	ss.:		
whose name (s) subscribed to day in person, and acknowledged that	polic in and for said county and state, do hereby certify, personally known to me to be the same person(s) the foregoing instrument, appeared before me this signed and delivered by 221, for the uses and purposes therein set forth.		
Given under my hand and of	ficial seal this day of		
Notary My Commission expires:	Public, County, Illinois.		

Illinois

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#### [If Borrower is a Trust]

STATE OF ILLINOIS	)			
COUNTY OF	)	SS.:		
The forgoing instrument was ac by an Illinois so poration, on belonger	knowledged l	pefore me this	day of	, 20
by	, the		, of	
an Illinois co poration, on be	half of the sa	id corporation, in its	s capacity as Trustee.	
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an filmory to poration, on be				[SEAL]
100		Print Name:		
C/X		Notary Public; Sta	nte of Illinois	
			ounty of	
	) .			
	175	My commission e	xpires:	
		•		
	0			
[New York – Section 309-A Uniform F any corporation, joint stock company, limited partnership), limited liability of company (including a foreign profess attorney in fact, real estate investment own or any representative capacity."]	estate, general pompany (includir ional service lim	partnership (including any in ing a professional service limited liability company), jo	registered limited liability par nited liability company), forei int venture, limited partnersh	tnership or foreign ign limited liability ip, natural person,
STATE OF NEW YORK	)			
	)	SS.:	-/_	
COUNTY OF MONROE	)		-10/4	
			4	
12 M			1,0	
On the 12 day of 11/10/1	in the year 20	0 before me, the yr	ndersigned, a Notary Pul	olic in and for
On the 12 day of Mm said state, personally appeared		ffa1019	W. Drank	;
personally known to me of prov	ved to me on t	the basis of satisfactor	y evidence to be the ind	ividual whose
name is subscribed to the within				
his/her capacity and that by his			e individual, or the pers	on upon behalf
of which the individual acted,	xecuted the in	nstrument.		
	ms	•	NT 4 7 7	
	//	[7	SEAL]	
Print Name.	hur		17415 5	
Notary Public Lyndon D	Billings, Jr.	MOTAD	LYNDON D. BILLINGS, JR.	
	<b>/</b> .	NOTAR	Y PUBLIC - STATE OF NEW	/YORk
My commission/term of office	expires on		NO. 6091939	
		MY COI	ALIFIED IN MONROE COUN MMISSION EXPIRES MAY 5	ITY

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