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Doc#: 0521016057
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 07/29/2005 10:28 AM Pg: 1 of 5

THIS INSTRUMENT PREPARED BY:

Randy Kirchmann 1327304

When recorded mail to:

LSI - North Recording Division

5029 Dudley Blvd

McClellan, CA 95652

(800) 964-3524

1327304

LOAN NUMBER: 49050451

ASSESSOR PARCEL NUMBER: 14-21-101-047-2025

812098

(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 5/16/2005, between Anne K Ciaglia (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 Anne K Ciaglia, dated 3/1/2004 and recorded 3/15/2004, in Book Number -----, at Page Number -----, as Document No. 0407547051, 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: 655 W IRVING PARK RD #3508 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 \$41,250.00.
- 2. Amendment to Margin:** The "Margin" used to determine the ANNUAL PERCENTAGE RATE is modified to 3.500 percentage points.

Prepared By: Randy Kirchmann

450 American Street, Mail Stop SV3-226
Simi Valley, CA 93065

Initials

AKC

S-Y
P-S
S-N
H-
HIT-

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3. Representation of Borrower(s): Borrower(s) represent(s) to Countrywide Home Loans, 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) 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 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 3/1/2004. 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 costs, 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.

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 Home Loans, Inc. 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 Home Loans, Inc. 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 Home Loans, Inc. within fourteen (14) days from the above-specified date.

Initials

AKC

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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)

Anne K Ciaglia 5/20/05 _____
Anne K Ciaglia Date Date

Witness Charrelle Williams _____ Witness _____
Signature of 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 _____ Witness _____
Signature of Witness Signature of Witness

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

State of Illinois
County of Cook

On 5.20.2005, before me, Charrelle Williams,
Date Name of Notary Public

personally appeared Anne Ciaglia 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 Charrelle Williams
Signature of Notary Public

Charrelle Williams



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PLEASE DO NOT WRITE BELOW - COUNTRYWIDE HOME LOANS, INC. ONLY

LENDER

COUNTRYWIDE HOME LOANS, INC.

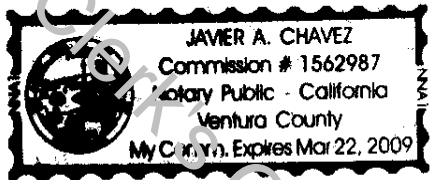
By: *Donna Panosian*
Donna Panosian, 1st Vice President

Notary Acknowledgement for Lender
State of California
County of Ventura

On 7-17-05, before me, Javier A. Chavez,
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 *Javier A. Chavez*
Signature of Notary Public

Javier A. Chavez



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TITLE INS. CO. AS AN AFFIDAVIT
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Exhibit "A" 

Unit(s) 3508 and V-225 together with its undivided percentage interest in the common elements in Park Place Tower I Condominium and delineated and defined in the Declaration recorded as Document No. 0011020878, as amended from time to time, in the northwest ¼ of Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

End of Description

APN# 14-21-101-047-2025

Property of Cook County Clerk's Office