



Doc#: 0522032101
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 08/08/2005 10:38 AM Pg: 1 of 4

RETURN TO: SMI/Wesley Hess / Job #530_2505

P.O. Box 540817 Franklin, Michael
Houston, TX 77254-0817 IL/ Cook



Account #: 8004516068
MER #

MODIFICATION AGREEMENT (Increase of Credit Limit)

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), dated as February 10, 2005, by and between Mortgage Electronic Registration Systems Inc. (the "Lender") and **Michael Franklin and Robyn Franklin, Husband and Wife, As Joint Tenants**, (the "Borrower"), provides:

WHEREAS, the Lender is the owner and holder of that certain mortgage, deed of trust or other security instrument (the "Security Instrument"), dated June 6, 2003 made by the Borrower to the Lender and recorded on June 23, 2003, as Document #0317429157 County of Cook, State of IL securing the repayment of an indebtedness up to a maximum principal amount of \$50,000.00 plus interest owed by the Borrower to the Lender under the terms of a home equity line of credit agreement and promissory note (the "Account Agreement"), dated as of June 6, 2003; and

WHEREAS, the Lender has agreed to increase the Credit Limit under the Account Agreement to Sixty Five Thousand Dollars, (\$ 65,000.00);

NOW, THEREFORE, for good and valuable consideration, the Lender and the Borrower agree as follows:

1. The Account Agreement is hereby modified to increase the Credit Limit to \$65,000.00
2. The Security Instrument is hereby modified to increase the maximum aggregate amount of principal to be secured at any one time from \$50,000.00 to \$65,000.00
3. Previous Amendment of existing agreement: The Agreement was previously amended on by amendment recorded on as Inst.#/Book/page.
4. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the parties.

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5.(a) Unless otherwise defined in the Agreement, all capitalized terms shall have the same meaning as given in the Account Agreement and Security Instrument.

(b) Nothing in the Agreement shall be construed to be a satisfaction or release in whole or in part of the Account Agreement and Security Instrument. Except as otherwise specifically provided in the Agreement, the Account Agreement and Security Instrument will remain unchanged, and the Borrower and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by the Agreement.

This Modification Agreement is given, executed and delivered by the undersigned on the same day and year first written above.

[Signature]
Borrower: Michael Franklin

[Signature]
Borrower: Robyn Franklin

[Signature]
Witness

[Signature]
Witness

Mortgage Electronic Resgistration Systems Inc.

[Signature]
Marnessa Birckett
Assistant Secretary



ACKNOWLEDGMENT OF BORROWER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On February 21, 2005, before me, a Notary Public in and for said State and County, personally appeared Michael Franklin and Robyn Franklin, Husband and Wife, As Joint Tenants,, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/ are subscribed to the within instrument and acknowledged to me that he/ she/ they executed the same as his/ her/ their free act and deed.

[Signature]
Notary Public

My Commission Expires: 4-11-07



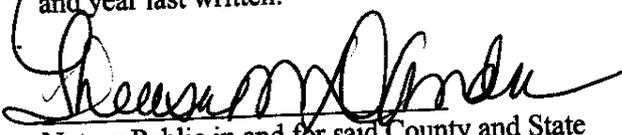
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ACKNOWLEDGMENT OF LENDER

Commonwealth of Pennsylvania _____)
) SS
COUNTY OF Montgomery _____)

On 5-1-05, before me, a Notary Public in and for the County of Montgomery, State of PENNSYLVANIA, personally appeared **Marnessa Birckett**, to me personally known to be the Assistant Secretary of said corporation; that the Seal affixed to said instrument is the Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation, Mortgage Electronic Resgistration Systems, Inc. by the authority of its Board of Directors, and they acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last written.


Notary Public in and for said County and State
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Theresa M. D'Andrea, Notary Public
Horsham Twp., Montgomery County
My Commission Expires October 14, 2008

Member, Pennsylvania Association Of Notaries

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**ALTA Commitment
Schedule C**

File No.: 407803

Legal Description:

Lot 2 in Stonehedge Subdivision of part of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Pin # 04-16-400-040-0000

Property of Cook County Clerk's Office