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

P.O. Box 540817 Ross, Robert

Houston, TX 77254-0817 IL Cook



Doc#: 0526208103 Fee: \$30.50

Eugene "Gene" Moore

Cook County Recorder of Deeds

Date: 09/19/2005 09:33 AM Pg: 1 of 4

Account #:8259265240

MER # 1000697-0000926524-1

MODIFICATION AGREEMENT

(Increase of Credit Limit)

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), dated as July 6, 2005, by and between Mortgage Electronic Registration Systems Inc. (the "Lender") and **ROBERT G. ROSS AND VICTORIA K. ROSS** (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 August 31, 2004 made by the Borrower to the Lender and recorded on 09/28/2004, as Doc #: 0427203004 County of Cook, State of IL securing the repayment of an indebtedness up to a maximum principal amount of \$ 75,000 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 August 31, 2004; and

WHEREAS, the Lender has agreed to increase the Credit Limit under the Account Agreement to One Hundred Twenty-Five Thousand Dollars (\$ 125,000);

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 \$125,000
2. The Security Instrument is hereby modified to increase the maximum aggregate amount of principal to be secured at any one time from \$75,000 to \$ 125,000
3. Previous Amendment of existing agreement: The Agreement was previously amended on N/A by amendment recorded on N/A as Inst.#/Book/pageN/A.
4. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the parties.
- 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

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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.

Robert G. Ross
Borrower: Robert G. Ross

Victoria K. Ross
Borrower: Victoria K. Ross

Teresa Jackson
Witness Teresa Jackson

Charlotte Hall
Witness Charlotte Hall

Mortgage Electronic Registration Systems Inc.

Marnessa Birckett
Assistant Secretary



ACKNOWLEDGMENT OF BORROWER

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On 07 JULY, 2005, before me, a Notary Public in and for said State and County, personally appeared ROBERT G. ROSS AND VICTORIA K. ROSS, 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.

Cecily Randall
Notary Public

My Commission Expires: 13 February 2006



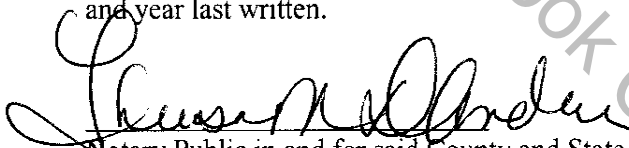
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ACKNOWLEDGMENT OF LENDER

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

On 7/15/05, 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 Registration 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

Notary Public's Office

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Schedule A

ALL THAT PARCEL OF LAND IN CITY OF CHICAGO, COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 91332775, ID# 13-23-112-021, BEING KNOWN AND DESIGNATED AS LOT 41 AND THE SOUTH 15 FEET OF LOT 42 IN BLOCK 6 IN MANSON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD) IN COOK COUNTY ILLINOIS.

Tr ID Number: 13-23-112-021

Known as: 3840 N Ridgeway Avenue, Chicago, Illinois 60618

Property of Cook County Clerk's Office