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Doc#: 0531955041 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/15/2005 09:49 AM Pg: 1 of 5

THIS INSTRUMENT PREPARED BY:
Kellye Mitchell

RECORDED AT THE REQUEST OF
~~AND WHEN RECORDED MAIL TO:~~

COUNTRYWIDE BANK, N.A.
450 American St., Mail Stop: SV3-226
Simi Valley, CA 93065

LOAN NUMBER: 78115315

ASSESSOR PARCEL NUMBER:

(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 9/20/2005, between Nathan C Edwards and Trudy L Edwards (the "Borrower(s)") and Countrywide Bank, N.A. ("Countrywide Bank, N.A."), 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 Nathan C Edwards and Trudy L Edwards, dated 9/14/2004 and recorded 10/14/2004, in Book Number -----, at Page Number -----, as Document No. 428815004, 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: 511 DEERFIELD DRIVE STREAMWOOD, IL 60107 (the "Property"), and more specifically described as follows:

Orig. loan amt \$25,000.00

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 \$40,000.00.

2. Representation of Borrower(s): Borrower(s) represent(s) to Countrywide Bank, N.A. 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;

Initials N.C. TE

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- b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Bank, N.A. 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 9/14/2004. In the event there are changes, Borrower(s) has/have notified Countrywide Bank, N.A. 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 cost, 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 Bank, N.A. 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.

3. 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 Bank, N.A. 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.

4. 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 following receipt by Countrywide Bank, N.A.. This Modification is null and void unless completed, signed, notarized and returned to Countrywide Bank, N.A. within fourteen (14) days from the above-specified date.

Initials

TE *TE*

WHEN RECORDED MAIL TO:

First American Title
P.O. Box 27670
Santa Ana, CA 92799
Attn: Recording Dept.
Order 2601450

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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)

Nathan Edwards 2005/09/26
Nathan C Edwards Date

Trudy L Edwards 9-26-05
Trudy L Edwards Date

Witness _____
Signature of Witness

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 _____
Signature of Witness

Witness _____
Signature of Witness

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

State of Illinois
County of Cook

On September 26, 2005, before me, Denise Portillo
Date Name of Notary Public

personally appeared Nathan C. Edwards & Trudy L. Edwards is subscribed to
Name(s) of Borrower(s)/Owners

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 Denise Portillo
Signature of Notary Public



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PLEASE DO NOT WRITE BELOW - COUNTRYWIDE BANK, N.A. ONLY

LENDER

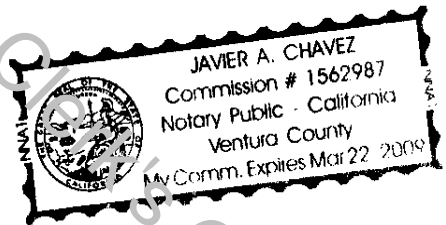
Treasury Bank, N.A., by Countrywide Home Loans Servicing LP, Its true and lawful Attorney-in-Fact

By: *Gary Hill*
Gary Hill, 1st Vice President

Notary Acknowledgement for Lender
State of California
County of Ventura

On 10-17-05, before me, *Javier A. Chavez*, personally appeared Gary Hill, 1st Vice President of Countrywide Home Loans Servicing LP, 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



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THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 94 IN FAIR OAKS UNIT NO. 4, BEING A SUBDIVISION OF LOT "A" IN FAIR OAKS UNIT NO. 3, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1960 AS DOCUMENT NO. 17860079, IN COOK COUNTY, ILLINOIS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Parcel ID #: 06-22-207-018-0000

Property of Cook County Clerk's Office