

THIS INSTRUMENT PREPARED BY:

Randy Kirchmann

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: F21170

LOAN NUMBER: 89912592

ASSESSOR PARCEL NUMBER:

3454120

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

848 2678

MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT *AKA J. Adeyanju

This Modification Agreement (the "Modification") is made as of 11/18/2005, between Joseph Adeyanju and Deborah Adeyanju (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 Joseph Adeyanju and Deborah Adeyanju, dated 1/21/2005 and recorded 3/4/2005, in Book Number _____, at Page Number _____, as Document No. 506312230, 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: 5375 S MAPLEWOOD AVE CHICAGO, IL 60632 (the "Property"), and more specifically described as follows: *Husband and Wife*

*AKA D. Adeyanju

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 \$92,845.00.
- 2. Amendment to Margin:** The "Margin" used to determine the ANNUAL PERCENTAGE RATE is modified to 0.750 percentage points.

Initials

JA DA

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LOAN NUMBER: 89912592

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 1/21/2005. 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 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 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 JA DA

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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)

Joseph Adeyanju 11/30/05
*AKA J. Adeyanju Date

Deborah Adeyanju 11/30/05
*AKA D. Adeyanju Date

Witness [Signature]
Signature of Witness

Witness [Signature]
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 November 30, 2005, before me, James V. Coda
Date Name of Notary Public

personally appeared *Joseph Adeyanju and *Deborah Adeyanju, is subscribed to
*AKA J. Adeyanju Name(s) of Borrower(s)/Owner(s) *AKA D. Adeyanju

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 [Signature]
Signature of Notary Public
JAMES V. CODA

"OFFICIAL SEAL"
James V. Coda
Notary Public, State of Illinois
My Commission Expires 9/20/09

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LOAN NUMBER # 89912592

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

LENDER

COUNTRYWIDE HOME LOANS, INC.

By: Gary Hill
Gary Hill, 1st Vice President

Notary Acknowledgment for Lender
State of California
County of Ventura

On 11-18-2005, before me Michelle M. Trejo, personally appeared Gary Hill, 1st 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 Michelle M. Trejo
Signature of Notary of Public



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EXHIBIT A

THE SOUTH 32 FEET OF LOT 288 IN D.J. KENNEDY'S PARK ADDITION,
A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST 1/4 OF
SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 19-12-421-027-0000
JOSEPH ADEYANJU AND DEBORAH ADEYANJU, HIS WIFE

5375 SOUTH MAPLEWOOD AVENUE, CHICAGO IL 60632
Loan Reference Number : 3454120/89912592
First American Order No: 8482678
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



Property of Cook County Clerk's Office