



Doc#: 0604022074 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/09/2006 12:41 PM Pg: 1 of 5

THIS INSTRUMENT PREPARED BY:

Randy Kirchmann

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE  
1228 EUCLID AVENUE, SUITE 400  
CLEVELAND, OHIO 44115  
ATTN: 77120

LOAN NUMBER: 24601967

ASSESSOR PARCEL NUMBER:

8630698

(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 12/22/2005, between James I Tarman Jr and Elizabeth J Vastine (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 James I Tarman Jr and Elizabeth J Vastine, dated 3/17/2003 and recorded 4/2/2003, in Book Number -----, at Page Number -----, as Document No. 0030442575, 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: 2634 N RACINE UNIT 2 CHICAGO, IL 60614 (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 \$40,000.00.
- 2. Amendment to Margin:** The "Margin" used to determine the ANNUAL PERCENTAGE RATE is modified to 0.000 percentage points.

Initials

JK EV

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LOAN NUMBER: 24601967

**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 3/17/2003. 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 all by 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 fore closure 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

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LOAN NUMBER: 24601967

IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

**BORROWER(S)**

<u>James I Tarman Jr</u>	<u>12/30/05</u>	<u>Elizabeth J Vastine</u>	<u>12/30/05</u>
	Date		Date

Witness <u>[Signature]</u>	Witness <u>[Signature]</u>
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 December 30, 2005, before me, JAMES V. CODA,  
Date Name of Notary Public

personally appeared James I. Tarman Jr. and Elizabeth J. Vastine, 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 or behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature [Signature]  
Signature of Notary Public

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

# UNOFFICIAL COPY

LOAN NUMBER # 2-1601967

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

### LENDER

COUNTRYWIDE HOME LOANS, INC.

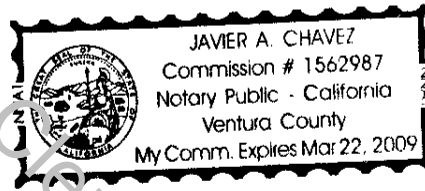
By: *Chris Bertolet*  
Chris Bertolet, 1st Vice President

Notary Acknowledgment for Lender  
State of California  
County of Ventura

On 12-22-05, before me Javier A. Chavez,  
personally appeared Chris Bertolet, 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 *Javier A. Chavez*  
Signature of Notary of Public



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

UNIT 2634-2 IN THE 2634 NORTH RACINE CONDOMINIUM AS  
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL  
ESTATE:

THE SOUTH 1/2 OF LOT 10 AND ALL OF LOT 11 IN SUBDIVISION OF  
THE EAST 1/2 AND EAST 8 FEET OF THE WEST 1/2 OF SUBDIVISION  
IN BLOCK 1 OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO IN  
SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE 3RD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 14-29-310-049-1003

JAMES I. TARMAN AND ELIZABETH J. VASTINE, HUSBAND AND WIFE AS TENANTS B  
THE ENTIRETY AND NOT AS JOINT TENANTS OR TENANTS IN COMMON

2634 NORTH RACINE AVENUE UNIT 2, CHICAGO IL 60614

Loan Reference Number : 3621711/24601967

First American Order No: 8630698

Identifier: FIRST AMERICAN LENDERS ADVANTAGE



 TARMAN  
8630698

FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT

