



Doc#: 0604106094 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/10/2006 01:07 PM Pg: 1 of 5

THIS INSTRUMENT PREPARED BY:

Randy Kirchmann 1805775

When recorded mail to:
LSI - North Recording Division
5029 Dudley Blvd
McClellan, CA 95652
(800) 964-3524



LOAN NUMBER: 04610009

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 10/31/2005, between Maureen A Murphy (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 Maureen A Murphy, dated 6/21/2004 and recorded 7/27/2004, in Book Number -----, at Page Number -----, as Document No. 0420945046, 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: 3700 N LAKE SHORE DR APT 102 CHICAGO, IL 60613 (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 \$50,000.00.
- 2. **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;

Prepared by:
Randy Kirchmann
CHL - Simi Valley
450 American St. SV3-226
Simi Valley, CA 93065

Initials RAM

Handwritten notes and signatures in the bottom right corner, including "SYB", "5/20", and "MVA".

UNOFFICIAL COPY

LOAN NUMBER: 64810009

- 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 6/21/2004. 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.

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 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.

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 Home Loans, Inc.. 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 AAV

UNOFFICIAL COPY

LOAN NUMBER: 64810009

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

Maureen A Murphy 11/14/05
 Signature of Borrower(s) 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 IL
 County of Cook

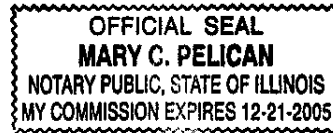
On 11-14-05, before me, Mary C Pelican,
 Date Name of Notary Public

personally appeared Maureen Murphy 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 Mary Pelican
 Signature of Notary Public



UNOFFICIAL COPY

LOAN NUMBER # 64810009

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

LENDER

COUNTRYWIDE HOME LOANS, INC.

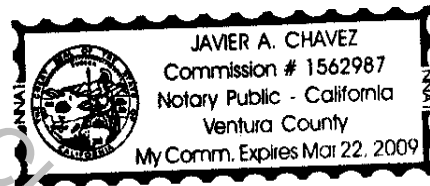
By: *Chris Bertolet*
Chris Bertolet, 1st Vice President

Notary Acknowledgment for Lender
State of California
County of Ventura

On 12-7-05, 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

LOAN# 64810009

County of Cook, State of Illinois

Unit A9 in the 3700-3720 North Lake Shore Drive Condominium, as delineated on a survey of the following described real estate:

Parcel A:

The southeasterly 50 ft of Lot 5 and so much the accretions that lie East of and adjoining said Lot as fall West of the West line of Sheridan Road in Block 6 in Hundley's Subdivision of Lots 3 to 21 and 33 to 37, all inclusive, in Pine Grove in Fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel B:

Lots 6 and 7 in Block 6 and also the accretions easterly of and adjoining said Lots 6 and 7 and lying between the North line (extended) of said Lot 6 and the South line (extended) of said Lot 7 (except that part taken for Sheridan Drive), in Hundley's Subdivision of Lots 3 to 21 and 33 to 37, both inclusive, in Pine Grove in Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, (excepting the westerly 65 ft of said Lots 6 and 7 and excepting also the southerly 157 1/2 ft of the easterly 105 ft of the westerly 170 ft of said Lots 6 and 7) all in Cook County, Illinois, which survey was attached to and made part of the Declaration of Condominium Ownership of the 3700-3720 North Lake Shore Drive Condominium which was recorded in the Office of the Recorder of Deeds of Cook County as Document No. 25513348, together with its undivided percentage interest in the common elements party of the first part also hereby grants to the Plat of the second part the exclusive right to the use of Parking Space P-19, a limited common element, designated on the survey attached to the Declaration aforesaid.

APN# 14-21-106-032-1009

THIS DOCUMENT IS FILED FOR
RECORD BY FIDELITY NATIONAL
TRUST CO. AS AN ACCOMODATION
THE OFFICE HAS NOT BEEN EXAMINED
AS TO ITS EXECUTION OR AS TO ITS
EFFECT UPON THE TITLE.

Cook County Clerk's Office