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Doc#: 0604615112 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/15/2006 12:54 PM Pg: 1 of 5

Recording Requested by
Countrywide Bank, N.A.

AND WHEN RECORDED MAIL TO:

Countrywide Bank, N.A.
1800 Tapo Canyon Road SV2-116
Simi Valley, CA 93063
Attn: **SHANNON MARIA MOORE**
CLD Deficiency Department
DOC. ID#: 00263265842005N

Space Above for Recorder's Use

Parcel # 0323010331135

LOAN MODIFICATION AGREEMENT TO THE MORTGAGE (LINE OF CREDIT)

This Loan Modification Agreement (the "Agreement"), made this **26th** day of **September**, **2005** between **ANDREW SCHMIDT**, (the "Borrowers") and **Countrywide Bank, N.A.**, ("Lender"), amends and supplements that certain **MORTGAGE (LINE OF CREDIT)** between, **COUNTRYWIDE BANK, A DIVISION OF TREASURY BANK, N.A.** and **ANDREW SCHMIDT**, dated **April 29, 2003** and recorded on **May 12, 2003** as **Instrument Number 0313249305** in the Official Records of the **COOK** County, State of **ILLINOIS** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

**1727 GROVE
SCHAUMBURG, IL 60193**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

- **TO COMPLETE THE NOTARY SECTION OF THE MORTGAGE ON PAGE 5**

The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Bank, N.A. shall be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a second lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

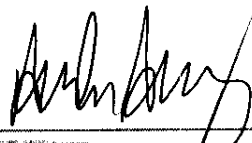
*32
2/15
[Signature]*

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Countrywide Bank, N.A.



By: **Tracy Schreiner**
Its: **Assistant Vice President**



ANDREW SCHMIDT

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

Property of Cook County Clerk's Office

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STATE OF IL)
) SS.
COUNTY OF DePage)

On this 13th Day of January 2005, BEFORE ME,

Steven R. SOMMERS
(Notary Public)

personally appeared, **ANDREW SCHMIDT**, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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



(SEAL)

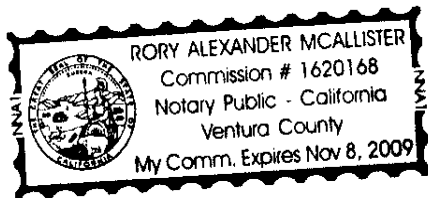
Steven R. Sommers
Notary Public

Commission Expires: 7-26-09

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On this 17 day of Jan ²⁰⁰⁶ ~~2005~~, before me, Rory Alexander McAllister, Notary Public, personally appeared **Tracy Schreiner**, Assistant Vice President for Countrywide Bank, N.A., personally known to me to be the person whose name is signed 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



(SEAL)

Rory Alexander McAllister
Notary Public

Commission Expires: Nov 8, 2009

~~June 28, 2006~~

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1797 Grove Ave.
Schaumburg, IL 60193

Denise Marchetti
Countrywide Home Loans
1011 Warrenville Rd. #115
Lisle, IL 60532

January 13, 2006

Dear Denise:

Enclosed you will find the completed paperwork with notary that you sent to me. One other thing to note, the property address that Countrywide continues to reference on loan instrument number **0313249305** is **INCORRECT**.

The loan is incorrectly referencing:

**1727 Grove
Schaumburg, IL 60193**

I have never lived at 1727. In fact, I don't believe 1727 Grove even exists. I have attempted to contact the customer service department multiple times regarding this issue, but they don't seem to be listening to me. For your own protection, please update the property address to the correct one:

**1797 Grove Ave.
Schaumburg, IL 60193**

Best regards,



Andrew Schmidt

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Exhibit A

(Legal Description)

UNIT NO. 78 C-1797 IN BRIAR POINTE CONDPMINIUM AS DELINEATED
ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS IN BRIAR POINTE UNIT 1, BEING A SUBDIVISION OF PART OF
THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF
SECTION 32, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS
ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM
OWNERSHIP RECORDED JANUARY 11, 1995 AS DOCUMENT 95020876,
TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID
DECLARATION, AS AMENDED FROM TIME TO TIME.

of Cook County Clerk's Office