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Doc#: 0604717021 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/16/2008 09:55 AM Pg: 1 of 4

RETURN TO: SMI/Wesley Hess / Job #530_2505
P.O. Box 540817 Hayes, John
Houston, TX 77254-0817 IL/ Cook



Account #: 8009026873
MER #

MODIFICATION AGREEMENT (Increase of Credit Limit)

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), dated as November 21, 2005, by and between GMAC Mortgage Corp. (the "Lender") and **John P. Hayes and Lisa M. Nee, Husband and Wife** (the "Borrower"), provides:

WHEREAS, the Lender is the owner and holder of that certain mortgage, deed of trust or other security instrument (the "Security Instrument"), dated May 26, 2004 made by the Borrower to the Lender and recorded on 7/21/2004, as Doc# 0420311129 County of Cook, State of IL securing the repayment of an indebtedness up to a maximum principal amount of \$ 130,000 plus interest owed by the Borrower to the Lender under the terms of a home equity line of credit agreement and promissory note (the "Account Agreement"), dated as of May 26, 2004; and

WHEREAS, the Lender has agreed to increase the Credit Limit under the Account Agreement to One Hundred Eighty Thousand Dollars. (\$ 180,000);

NOW, THEREFORE, for good and valuable consideration, the Lender and the Borrower agree as follows:

1. The Account Agreement is hereby modified to increase the Credit Limit to \$180,000
2. The Security Instrument is hereby modified to increase the maximum aggregate amount of principal to be secured at any one time from \$130,000 to \$180,000
3. Previous Amendment of existing agreement: The Agreement was previously amended on N/A by amendment recorded on N/A as Inst.#/Book/page N/A.
4. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the parties.
- 5.(a) Unless otherwise defined in the Agreement, all capitalized terms shall have the same meaning as given in the Account Agreement and Security Instrument.

(b) Nothing in the Agreement shall be construed to be a satisfaction or release in whole or in part of the Account Agreement and Security Instrument. Except as otherwise specifically provided in the Agreement, the Account Agreement and Security Instrument will remain unchanged, and the Borrower and the Lender

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will be bound by, and comply with, all of the terms and provisions thereof, as amended by the Agreement.

This Modification Agreement is given, executed and delivered by the undersigned on the same day and year first written above.

[Signature]
Borrower: John Hayes

[Signature]
Perrower: Lisa Nee

[Signature]
Witness

[Signature]
Witness

GMAC Mortgage Corp.

[Signature]
Marnessa Birckett
Limited Signing Officer



ACKNOWLEDGMENT OF BORROWER

STATE OF Wisconsin)
COUNTY OF Dane) SS

On November 15th, 2005, before me, a Notary Public in and for said State and County, personally appeared John P. Hayes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/ are subscribed to the within instrument and acknowledged to me that he/ she/ they executed the same as his/ her/ their free act and deed.



[Signature]
Notary Public

My Commission Expires: 11.04.07

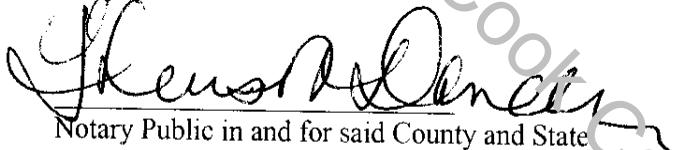
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ACKNOWLEDGMENT OF LENDER

Commonwealth OF Pennsylvania _____)
) SS
COUNTY OF Montgomery _____)

On 11/30/05, before me, a Notary Public in and for the County of Montgomery, State of PENNSYLVANIA, personally appeared **Marnessa Birckett**, to me personally known to be the Limited Signing Officer of said corporation; that the Seal affixed to said instrument is the Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation, Mortgage Electronic Registration Systems Inc. by the authority of its Board of Directors, and they acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last written.



Notary Public in and for said County and State
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Theresa M. D'Andrea, Notary Public
Horsham Twp., Montgomery County
My Commission Expires October 14, 2008
Member, Pennsylvania Association Of Notaries

Notary Public's Office

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ADDRESS: 2246 N LAKEWOOD AVE
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 14-32-111-027-1004

LEGAL DESCRIPTION:

UNIT NUMBER 2246 IN THE LOFTS OF LAKEWOOD COMMONS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE NORTH 193.50 FEET (MEASURED PERPENDICULARLY) OF A PARCEL OF LAND COMPRISED OF ALL OR A PART OF EACH OF LOTS 27 TO 49, BOTH INCLUSIVE, IN BLOCK 6 IN GEORGE WARD'S SUBDIVISION OF BLOCK 12, IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF THE PUBLIC ALLEY, 16 FEET WIDE, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 31, AFORESAID, WHICH PARCEL OF LAND LIES EAST OF A STRAIGHT LINE EXTENDING SOUTH FROM A POINT ON THE NORTH LINE OF SAID BLOCK 6, WHICH POINT IS 82.26 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 6, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 6, WHICH POINT IS 83.90 FEET WEST OF THE SOUTHEAST CORNER THEREOF, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 87298527, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS