



Doc#: 0620615068 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/25/2006 10:11 AM Pg: 1 of 8

THIS INSTRUMENT PREPARED BY:
Laurie Grimes

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: NATIONAL RECORDINGS



LOAN NUMBER: 40898418 ASSESSOR PARCEL NUMBER:
9681763 (SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

This Modification Agreement (this "Modification") is made as of 6/9/2006, between BRIAN SMITH (the "Borrower(s)") and Countrywide Home Loans, Inc. ("Countrywide"), 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 BRIAN SMITH, MARRIED TO BELINDA SMITH, dated 10/24/2003 and recorded 12/1/2003, in Book Number _____ at Page Number _____, as Document No. 0333504229, 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 as: 16427 GREENWOOD AVE, SOUTH HOLLAND, IL 60473, 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 \$59,991.00.
2. **Amendment to Margin:** The Margin used to determine my ANNUAL PERCENTAGE RATE is modified to 1.125 percentage points.
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;

Initials *BS* *LL*

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SND
m yll
BIOSEC
MB

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LOAN NUMBER 40898418

- 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 10/24/2003. 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 are 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) If Lender has not required my/our current income documentation, I/we certify that my/our current income has not decreased since the time of my/our original Home Equity Line of Credit Agreement and Disclosure Statement described above.
- h) 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. 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/Availability of Funds:** If this Modification is completed, signed, notarized, and received by Countrywide Home Loans, Inc. within ten (10) calendar days after the date first written above, it will be effective ten (10) calendar days after the date first written above 6/19/2006. If not received within that time, the Modification is null and void. If I do not exercise my right under Federal law to rescind this transaction, the increase in the amount of funds available due to the modification of my credit limit will be accessible after midnight of the third business day following the Effective Date, unless that day is a Saturday, in which case, the funds will be available the next business day. For purposes of this section, "business day" means all calendar days except Sundays and legal public holidays specified in 5 U.S.C. 6103(a).

Initials

BS *AK*

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LOAN NUMBER 40898418

6. **Agreement to Correct Misstated Documents, Provide Additional Documentation, or Fees:** Borrower(s) agrees as follows: If any document is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the modification of the Loan, or is otherwise missing, upon request of the Lender, Borrower(s) will comply with Lender's written or oral request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, inaccurate or otherwise missing document(s). Borrower(s) agrees to deliver the documents within ten (10) days after receipt by Borrower(s) of a written or oral request for such replacement. Borrower(s) also agrees that at any time, upon request by Lender, including at the time of loan pay-off, Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the modification of the Loan, which for whatever reason was not collected at the time this modification was entered into ("Fees"). This agreement supplements any other similar agreement that was entered into by Borrower(s).
7. **Request by Lender:** Any request under Paragraph 6 of this agreement may be made by the Lender, (including assignees and persons acting on behalf of the Lender) or Settlement Agent, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the loan documentation shall be considered conclusive evidence of the necessity for the Documents.
8. **Failure to Deliver Documents can Constitute Default:** Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or Deed of Trust, and may give Lender the option of declaring all sums secured by the loan documents immediately due and payable.

Initials

BS, PL

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LOAN NUMBER 40898418

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

BORROWER(S)

Brian Smith 6-20-06
 BRIAN SMITH Date _____ Date

Witness _____ Witness _____
 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.

Belinda Smith 6-20-06
 BELINDA SMITH Date _____ Date

Witness _____ Witness _____
 Signature of Witness Signature of Witness

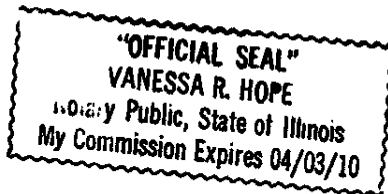
Notary Acknowledgement for Borrower(s)/Owner(s)

State of Illinois
 County of Cook
 On June 29, 2006, before me, Vanessa R Hope,
 Date Name of Notary Public
 personally appeared Brian Smith & Belinda Smith is subscribed to
 Name(s) of Borrower(s)/Owner(s)

Personally known to me
 Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within 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

Signature [Signature]
 Signature of Notary Public



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DATE: 06/09/2006
 BORROWER: BRIAN SMITH
 CASE#
 LOAN #: 40898418
 PROPERTY ADDRESS: 16427 GREENWOOD AVE
 SOUTH HOLLAND, IL. 60473

BORROWER AGREEMENT AND CERTIFICATION

This Borrower Agreement and Certification ("Agreement") is being given to induce lender to make a loan for which I/we have applied, and to induce lender's title insurer, if any, to provide title insurance coverage. Lender may not require traditional title insurance, but instead requires me/us to certify that the information below is true and correct. If I/we have acknowledged that any matter is incorrect, I/we will contact lender immediately. I/We understand that any intentional or negligent misrepresentation of the information in this Agreement may result in civil and/or criminal liability. (Attach additional pages if necessary):

1. List all Property Owners who are applicants for this loan:

BRIAN SMITH

2. List all other Owners:

Brenda
 BRENDASMITH *B. Smith*

Except as shown above, 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. I am/we are not leasing the Property, or any portion of it, from anyone, and no one holds a life estate in the Property.

3. I/We hold the property as:

Husband and Wife

Unmarried individual(s)

Married Individual Holding Legal Title as Sole and Separate (sole and separate estate must be created on vesting deed)

Married Individual(s) (if as married individual, my spouse is also signing below and agrees to sign the security instrument and, if not a borrower, the Non-Borrower Acknowledgement to the credit agreement)

Party to a civil union or domestic partnership (if as a party to a civil union or domestic partnership, my partner is also signing below and agrees to sign the security instrument and, if not a borrower, the Non-Borrower Acknowledgement to the credit agreement)

Trustee of a Trust (if as Trustee of a Trust, I/we agree to sign the security instrument in the capacity of Trustee)

Leasehold Interest

Term Leasehold

Tribal, Homelands, Ancestral Leasehold

Other (describe) _____

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4. The following are the only loans, liens, and encumbrances against the Subject Property:

(a) First or Senior loan:

Lender: Countrywide Home Loans, Inc.

Loan#: 21565734

Balance: \$ 101,603.38

(b) Other loans against the Subject Property:

(1) Lender: Countrywide Home Loans, Inc.

Loan#: 40892413

Balance: \$ 59,991.00

(2) Lender:

Loan#: _____

Balance: \$ _____

I/We disclosed all mortgages/deeds of trust and other liens against me/us or the Property to the lender and we are aware of **no** other liens, other than (i) real property taxes that are paid current and not due and payable through the date of this Agreement, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds.

5. If the property is in a Condominium or Planned Unit Development (PUD), there is no pending litigation against the homeowner's association and the homeowner's association dues are paid current.
6. If this box is checked my first mortgage loan has a negative amortization feature. I will provide Lender with a copy of my first mortgage note or monthly mortgage statement.
7. There are no buildings, fences, overhangs, walls or other structures from other land coming onto or encroaching on the Property. There are 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
8. I/we have paid for all costs, 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 the loan contemplated with this Borrower Agreement.
9. I/We acknowledge that the legal description incorporated in the security instrument may contain a limited legal description of the Property I/We intend to encumber. I/We authorize either the lender or its title insurance company, to amend, correct, modify, or substitute this description with the legal description contained in the last document that placed me/us in title without requiring me/us to resign or acknowledge the security instrument. I/We authorize either the lender or its title insurance company, to amend, correct or modify the security instrument to ensure the document is in recordable form so that it may be indexed in the public records without requiring me/us to resign or acknowledge the security instrument.

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- 10. I/we understand the lender is relying upon this Agreement in deciding to make a loan and in what it requires to close a loan, and without this completed and executed Agreement, lender may require additional third party services, reports and documentation which it is not now requiring. I/We acknowledge and agree to assist and fully cooperate with the lender and its title insurance company, if any, including promptly resigning documents when necessary to correct any defects, errors, or omissions in the loan documents or the security instrument.

- 11. I/We understand that the loan documents were prepared using an estimated payoff for any intervening mortgage liens.

This Borrower Agreement and Certification shall survive the loan closing.

Brian Smith
 Borrower Signature

6-20-06
 Date

Print Name: Brian Smith

Belinda Smith
 Borrower Signature

6-20-06
 Date

Print Name: Belinda Smith

 Borrower Signature

 Date

Print Name: _____

 Borrower Signature

 Date

Print Name: _____

 Spouse's Signature if title held as married individual or
 Signature of a party in a civil union or domestic partnership

 Date

Print Name: _____

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS;

LOT 24 IN GREENWOOD ESTATES BEING A SUBDIVISION, OF THE EAST 1/2 OF THE SOUTH 1/2 OF LOT 4 IN ANKER'S SUBDIVISION, THE WEST HALF OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

Permanent Parcel Number: 29-23-101-034-0000
BRIAN K. SMITH

16427 GREENWOOD AVENUE, SOUTH HOLLAND IL 60473


Loan Reference Number : 4131707/40898418

First American Order No: 9681763

Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 SMITH
9681763

FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT



Property of Cook County Clerk's Office