

# UNOFFICIAL COPY

Prepared By:

Wells Fargo Bank, N.A.

KELLY SUEL

DOCUMENT PREPARATION

526 CHAPEL HILLS DRIVE

COLORADO SPRINGS, COLORADO

80920

866-452-3913



Doc#: 0620754179 Fee: \$34.50

Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 07/26/2006 02:14 PM Pg: 1 of 6

After Recording please return to:

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P.O. Box 31557

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Parcel #: 20-11-212-108-1002

State of Illinois {Space Above This Line For Recording Data}

Account Number: 650-650-0303518-1998

Reference Number: 20061217300695

## MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND OPEN-END MORTGAGE

This Modification Agreement (this "Agreement") is made this **9<sup>TH</sup> DAY OF JUNE, 2006**, between **Wells Fargo Bank, N.A.** (the "Lender") and **VIRGINIA A. CLARKE** (individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated **October 24, 2005**, which is secured by a mortgage dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll \_\_\_\_\_ at page(s) \_\_\_\_\_ of the County of **COOK** County, State of **ILLINOIS** as document No. **0531442131** (the "Security Instrument"), and covering real property located at **1357 E MADISON PARK #2, CHICAGO, ILLINOIS 60615** (the "Property") and described as follows:

### SEE ATTACHED EXHIBIT

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**Change in Credit Limit.** The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$65,500.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

IL LOC Modification Agrmt, HCWF#155v9 (10/15/05)



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Documents Processed 06-08-2006, 17:28:25

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Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

**Extension of the Draw Period and the Maturity Date.** The Security Instrument is hereby amended to extend the Maturity Date from October 24, 2030 to October 24, 2045.

**Change in Margin.** The Lender and the Borrower agree that the Margin on the Line of Credit Advances, as Specified in the Line of Credit Agreement, is hereby decreased to FIVE HUNDRED ONE-THOUSANDTHS OF ONE PERCENTAGE POINT (0.500 %) as of the date of this Agreement. This may result in an increase in the Daily Periodic Rate, corresponding Annual Percentage Rate and Minimum Monthly Payment.

The Borrower hereby agrees to pay to the Lender the following fees related to this Agreement:

N/A

\*This amount is an estimate. The actual recording/filing fee is shown on the HUD Settlement Statement that is attached to and incorporated into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

**Co-Trustor/Co-Mortgagor Liability.** As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement as of the day and year first above written.



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*Virginia A. Clarke*  
Borrower VIRGINIA A. CLARKE

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

Wells Fargo Bank, N.A.  
By: *Diane Allen*  
Diane Allen  
Its: *officer*

{ Acknowledgments on Following Pages }



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FOR NOTARIZATION OF LENDER PERSONNEL

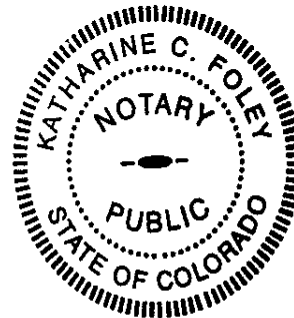
STATE OF CO  
COUNTY OF El Paso ) ss.

On this 21<sup>st</sup> day of June, 2006, before me, a notary public in and for said county personally appeared DIANE ALLEN, to me personally known, who being by me duly (sworn or affirmed) did say that that person is AN OFFICER of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said OFFICER acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Katharine C. Foley  
Notary Public

Colorado  
State of

My commission expires: 12/12/2006



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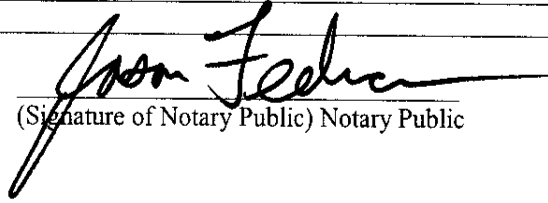
FOR NOTARIZATION OF BORROWERS

**For An Individual Acting In His/Her Own Right:**

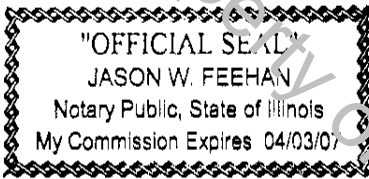
State of Illinois  
County of COOK

This instrument was acknowledged before me on 15th of June, 2006 by Virginia Clarke.

(name/s of person/s).

  
(Signature of Notary Public) Notary Public

(Seal)



Property of Cook County Clerk's Office



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## EXHIBIT A

Reference: 20061217300695

Account: 650-650-0303518-1998

### Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT: UNIT 'B' AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THE NORTH 68 FEET OF LOTS 108, 109, 110, 111 IN DUNHAMS SUBDIVISION OF THE SOUTH 661 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT SO MUCH OF EAST LOT AS HAS TAKEN OR USED FOR WIDENING 51ST STREET NOW KNOWN AS HYDE PARK BOULEVARD IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION CONDOMINIUM MADE BY PAUL MEIER AND LOUISE MEIER, HIS WIFE, RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 19695977, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE LAND, PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF, AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

