Doc#: 0621627076 Fee: \$28.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 08/04/2006 01:27 PM Pg: 1 of 3

Prepared by: GMAC Mortgage Corporation 500 Enterprise Road Horsham, PA 19044 Attn: Joe Schrader

Account #:8002648632 MER # 100069700002648633

2925 Country Drive St. P. u. MN 55117

MODIFICATION AGREEMENT

(Increase of Credit Limit)

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), dated as March 21, 2006, by and bowsen Mortgage Electronic Resgistration Systems Inc. (the "Lender") and Carl James Conti and Maria C. Conti, His Wife in Joint Tenancy (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 September 17, 2003 made by the Borrower to the Lender and recorded on January 15, 2004, as Document# 0401531040 County of Cook, State of Illinois securing the repayment of an indebtedness up to a maximum principal amount of \$175,300.00 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 September 17, 2003; and

Legal Description: See Attached Schedule 'A'

WHEREAS, the Lender has agreed to increase the Credit Limit under the Account Agreement to Three Hundred Thousand Dollars, (\$ 300,000 20);

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 \$300,000.00
- 2. The Security Instrument is hereby modified to increase the maximum aggregate amount of principal to be secured at any one time from \$175,300.00 to \$300,000.00
- 3. Previous Amendment of existing agreement: The Agreement was previously amended on N/A by amendment recorded on N/A as 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.

0621627076 Page: 2 of 3

UNOFFICIAL COPY

(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 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.

Borrower: Can James Conti

Paral Corti

Borrower: Maria C. Conti

Witness Community

Witn

Assistant Secretary

ACKNOWLEDGMENT OF BORROWER

STATE OF	ILLINOIS)
COUNTY OF	e00 K) SS)

On <u>Semarch</u>, 2006, before me, <u>JACK</u> <u>P. CONTI</u>, personally appeared Carl James Conti and Maria C. Conti, His Wife in Joint Tenancy, 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 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

Marnessa Birckett

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JACK P CONTI OTARY PUBLIC - STATE OF ALMOIS MY COMMISSION ENPIRES: 12H 1888

Ann Thursday

0621627076 Page: 3 of 3

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3 of 3

IOFFICIAI

Customer Name:

CARL CONTI

Application #:

8002648633

Order #: .

5725715

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED INST#, 86354072, ID# 12-36-405-033, BEING KNOWN AND DESIGNATED AS

THE NORTH 50 FEET OF LOT 5 IN BLOCK 10 (EXCEPT THE WEST 8 FEET DEDICATED FOR ALLEY) IN MILLS AND SON'S GREEN FIELDS SUBDIVISION, A SUBDIVISION IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL 'AL'RIDIAN, IN COOK COUNTY, ILLINOIS

BY FEE SIMPLE DEED FROM LENA CHRISTIE AS SET FORTH IN INST# 86354072 DATED 08/12/1986 AND RECORDED 08/14/1986, COOK COUNTY PECORDS, STATE OF ILLINOIS.

Nor Cook Colling -/O/HSO/FICO

U32B525B5-01HC03

MODIFIC AGREEMEN LOAN# 8002648633

US Recordings