UNOFFICIAL CO

Prepared by: Nicole Jones When recorded mail to:

FIRST AMERICAN TITLE INSURANCE LENDERS ADVANTAGE 1228 EUCLID AVENUE, SUITE 400 CLEVELAND, OHIO 44115

ATTN: FT1120

89502.

Doc#: 0623712006 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/25/2006 10:00 AM Pg: 1 of 4

AMENDMENT TO HOME EQUITY LINE AGREEMENT AND DEED OF TRUST

THIS A'MENDMENT, is made by and between, Charles Schwab Bank, N. A. whose street address is 4001 Leadenhall Road, Mount Laurel, NJ 08054 ("Lender"), and John P. Ginley, a married person & Mary M. Girley, a married person, ("Borrower"), who resides at 69 Salem Lane; Evanston, IL

WHEREAS, Lender esplaished a home equity line of credit account (the "Account") and executed a Deed to Secure Debt and Assignment of Rents ("Deed of Trust") dated March 13th, 2004 in the name of Borrower with a maximum. line of credit available under the Account in the amount of \$18,000.00; and

WHEREAS, the Deed of Trust was recorded on March 26th, 2004 as Instrument No. 0408617158 in the official records of Cook County, State of Illinois, which encumbers the property described therein; and in the official records of said county; and whereas the maximum line of credit was increased to an amount not to exceed \$28,000.00 by Arnendment recorded October 5th, 2005 as Instrument No. 0527847213 in the official records of said county; and

WHEREAS, Borrower has now requested that Lender to increase the maximum line of credit available under the Account to \$40,000.00, and

WHEREAS, in order for Lender to increase the maximum line of credit available under the Account to such amount Lender requires that the Annual Percentage Rate under the erms of the "Agreement" be amended; and

WHEREAS, in order to obtain the increased line of credit, Borrower has agreed to eccept the amended Annual Percentage Rate;

NOW THEREFORE, for and consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- The Agreement and the Deed of Trust are hereby amended to reflect that the maximum line of credit available under the Account and the maximum principal amount secured by the Deed of Trust is now \$40,000.00.
- The Section of the Agreement entitled "PERIODIC RATES" is hereby amended to read as follows:

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Loan No: 0027169614

Periodic Rates on the Revolving Balance. The current daily periodic rate used to figure the interest <u>FINANCE CHARGE</u> on the Revolving Balance is .02122%. The corresponding <u>ANNUAL PERCENTAGE RATE</u> is 7.75%. The ANNUAL PERCENTAGE RATE and the daily periodic rate may change daily as indicated below. The <u>ANNUAL PERCENTAGE RATE</u> includes only interest and no other charges.

The <u>ANNUAL PERCENTAGE RATE</u> is variable and is equal to the highest Prime Rate (U.S.) listed in the "Money Rates" section of *The Wall Street Journal* for that day *minus* a margin of **0.50%**. If *The Wall Street Journal* does not publish a Prime Rate for that day, we will use the highest Prime Rate listed in the "Money Rates" section of *The Wall Street Journal* on the last date the Prime Rate was published.

If The Wall Street Journal fails to publish a Prime Rate for 4 consecutive days, Lender may use a substitute index, to be determined at that time, that has a historical movement substantially similar to the prime rate published in The Wall Street Journal and that would result in an Annual Percentage Rate substantially similar to a rate based on the Prime Rate published in The Wall Street Journal.

If that highest Prime Rate (U.S.) changes, your <u>ANNUAL PERCENTAGE RATE</u> will change. The ANNUAL PERC: N TAGE RATE and the daily periodic rate that applies to your Account may change daily. If the rate increases, your Lite est Finance Charge and minimum payment may increase.

Except as specifically modified herein, the Agreement is hereby ratified and confirmed in all respects and remain in full force and effect.

Charles Schwab Bank, N, A., by

PHH Mortgage Corporation, Authorized Agent

Sergio Gargurevich, Assistant Sec. etary

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STATE OF NEW JERSEY COUNTY OF BURLINGTON

On July 17, 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared <u>Scott Wright</u> and <u>Sergio Gargurevich</u>, Assistant Vice President and Assistant Secretary, respectively, of the Corporation that executed the within instrument, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that by their signatures on the instrument the corporation upon behalf of which they acted executed the instrument, and that the instrument is the free act and deed of the corporation.

WINESS my hand and official seal.

ame: MAY

Notary Public, State of New Jersey

Commission No.:

My Commission Expires:

Mary E. Turner

Notary Public, State of New Jersey My Commission Expires Feb. 27, 2009

"OFFICE'A SEAL"
ERNEST DORSEY SMITH
NOTARY PUBLIC STATE OF ILL INDIS
My Commission Expir. 1/102/2007

STATE OF ______COUNTY OF _____COEF

WITNESS my hand and official seal.

"OFFICIAL SEAL"
ERNEST DCRSEY SMITH
NOTARY PUBLIC STATE OF "LINOIS
My Commission Excires 12/32/2007

Name:

Notary Public, State of

Commission No.:

My Commission Expires: />

Loan No: 0027169614

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

THE EASTERLY 6 FEET OF EVEN WIDTH OF LOT 15 MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 15, IN NEW ENGLAND VILLAGE, IN THE LINE OF SALEM LANE AND RUNNING THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 15 TO THE SOUTHEASTERLY CORNER OF SAID LOT 15; THENCE WEST ALONG THE SOUTH LINE OF LOT 15, TO A POINT IN A LINE PARALLEL WITH AND 6 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE EASTERLY LINE OF SAID LOT 16; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT IN THE NORTHERLY LINE OF SAID LOT 15, AND THE LINE OF SALEM LANE; THENCE EASTERLY ALONG THE LINE OF SALEM LANE TO THE POINT OF BEGINNING, AND ALL OF LOT 16, IN NEW ENGLAND VILLAGE BEING A SUBDIVISION OF LOT 8 AND PARTS OF LOTS 6 AND 7 IN OWNERS DIVISION OF PARTS OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 14 TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 10-14-206-064-0000 (Parcel #1) 10-14-206-058-0500 (Parcel #2)

JOHN P. GINLEY AND MARY M. GINLEY, AS HUSPAND AND WIFE, NOT AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY

69 SALEM LANE, EVANSTON IL 60203

Loan Reference Number : 0027169614/2060031684

First American Order No: 9858952

Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE

9858952

FIRST AMERICAN LENDERS ADVANTAGE
AMENDMENT TO A MORTGAGE