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Doc#: 0626215058 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 09/19/2006 09:46 AM Pg: 1 of 5

Prepared By:

Wells Fargo Bank, N.A. SHARON SEEDS **DOCUMENT PREPARATION** 2202 W ROSE GARDEN LN PHOENIX, ARIZONA 85027 877-524-0858

After Recording please return to: Wells Farge dank, N.A. Attn: Documer: Mgt. P.O. Box 31557 MAC B6908-012 Billings, MT 59107-9900

Parcel #: 14-29-417-061-1008

State of

Illinois

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Account Number: 654-654-7464681-1998

Reference Number: 20061659300008



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

This Modification Agreement (this "Agreement") is made this 2ND DAY OF AUGUST, 2006, between Wells Fargo Bank, N.A. (the "Lender") and JOHN BARTKOWSKI, A SINGLE PERSON (individually and collectively, the "Borrower").

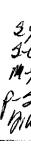
Borrower has entered into a home equity line of credit agreement (the "Line c. Credit Agreement") with the Lender, dated April 28, 2003, which is secured by a mortgage dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the 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. 0313633131 (the "Security Instrument"), and covering real property located at 2500 NORTH SEMINARY AVE 8E, CHICAGO, ILLINOIS 60614 (the "Property") and described as follows:

UNIT 8 "E" IN CENTRE COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 20 (EXCEPT THE NORTH 7 1/2 FEET CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES) IN WELTZER, PICK AND HUBER'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 17 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 97904899, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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.

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

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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 \$175,000.00 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.

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.

The Borrower ne eby 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 ir to 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 incuffications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or nen 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 we rants 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 are 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 Instrumen, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not madify, 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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Borrower JOHN BARTKOWSKI	
Borrower	
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{Acknowledgments on Following Pages	}

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FOR NOTARIZATION OF LENDER PERSONNEL
STATE OF ANIZON
COUNTY OF MINICOLD) ss.
On this day of said county personally appeared day of day of said day of day of said day of said day of said day of said day of
My commission expires: MARIA N. HENDERSON Notary Public - Arizona Maricopa County My Comm. Expires Feb 14, 2008
Colly

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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 August 2, 2006 by John Bartkan's Ki

(name/s of person/s).

(Seal)

Signature of Notary Public) Notary Jublic

Coot County Clark's Office

OFFICIAL SEAL JOYCE M KING NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 08-04-06