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Prepared By:

Wells Fargo Bank, N.A.

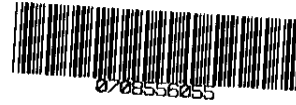
WELLS FARGO BANK, NA

DOCUMENT PREPARATION

18700 NW WALKER RD, BLDG 92

BEAVERTON, OREGON 97006

866-537-8489



Doc#: 0708556055 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/26/2007 11:38 AM Pg: 1 of 5

After Recording please return to:

Wells Fargo Bank, N.A.

Attn: Document Mgt.

P.O. Box 31557

MAC B6908-012

Billings, MT 59107-9900

Parcel #: 13223160210000

State of Illinois {Space Above This Line For Recording Data}
Account Number: 654-654-2985039-199

Reference Number: 20070257300324

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

This Modification Agreement (this "Agreement") is made this **1ST DAY OF FEBRUARY, 2007**, between **Wells Fargo Bank, N.A.** (the "Lender") and **GARY M. WERNER AND DULCE M. WERNER, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY** (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 **January 23, 2004**, in the original maximum principal amount of **\$ 50,000.00**. The Line of Credit Agreement 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 N/A at page(s) N/A of the County of **COOK** County, State of **ILLINOIS** as document No. **0406819073** (the "Security Instrument"), and covering real property located at **3301 N. KOLMAR AVE, CHICAGO ILLINOIS 60641** (the "Property") and described as follows:

LOT 23 (EXCEPT THE NORTH 15 FEET) AND ALL OF LOT 24 IN BLOCK 5 IN GUNN'S SUBDIVISION OF THE NORTH 30 ACRES OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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:

IL LOC Modification Agrmt, HCWF#155v17 (4/17/06)



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Documents Processed 01-31-2007, 11:56:00

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Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$150,000.00 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 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.

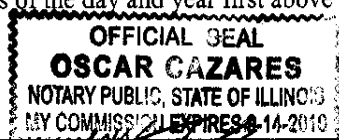
The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

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 under seal as of the day and year first above written.


Borrower **GARY M WERNER**



(Seal)



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Dulce M. Werner



(Seal)

Borrower DULCE M WERNER

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

Wells Fargo Bank, N.A.

By: *Judy Nelson* (Seal)

Its: *Wells Fargo Employee*

{ Acknowledgments on Following Pages }



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FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
) ss.
COUNTY OF Washington)

On this 7 day of February, 2007, before me, a notary Public in and for said county personally appeared Stacy Ulrich, to me personally known, who being by me duly (sworn or affirmed) did say that that person is an employee 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 an employee acknowledged the execution of said instrument to be the voluntary act and deed of said association and it voluntarily executed.

Elizabeth A. Runyan
Notary Public

OREGON
State of

My commission expires March 9, 2007



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FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

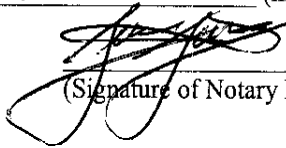
Illinois Notary Public Act

State of ILLINOIS
County of COOK

This instrument was acknowledged before me on 2/5/07 (date) by

Dulce M Werner & Gary M Werner (name/s of person/s).




(Signature of Notary Public)

Property of Cook County Clerk's Office

