THIS INSTRUMENT PREPARED BY: Laquanda Mitchell 7105 Corporati Dr. Plano, Toxas 75004

Return To: Stewart Lender Services dba e-Title 290 Pilmar Drive Pittsburgh, PA 15205

LOAN NUMPLE: 132133310 ASSESSOR PARCEL NUMBER: 24-22-418-005-0000

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

# MODIFICATION ACCEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

This Modification Agreement (this "Modini ation") is made as of 4/2/2007, between FOUNDERS BANK, AS TRUSTEE UNDER THE PROVISION OF ... CERTAIN TRUST AGREEMENT DATED JANUARY 23, 2006, AND KNOWN AS TRUST NUMBER 6825 (the "Borrower(s)") and Countrywide Bank, FSB. ("Countrywide"), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Mortgage which states the property is vested in FOUNDERS BANK, AS TRUSTEE UNDER THE PROVISION OF A CERTAIN TRUST AGREEMENT DATED JANUARY 23, 2006, AND KNOWN AS TRUST NUMBER 6325, dated 11/21/2006 and recorded 12/7/2006, in Book Number \_\_\_\_\_\_\_, at Page Number \_\_\_\_\_\_, as Document No. 634146035, in the Official Records of the County of COOK, State of Illinois (the Security, Instrument"), and covering the real property with a commonly known address as: 11538 S KOLIN A VE, ALSIP, IL 60803, and more specifically described as follows:

#### SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN

In consideration of the mutual promises and agreements of the parties hereto, together with since good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as fellows:

- 1. Amendment to Credit Limit: My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$44,625.00.
- 2. Amendment to Margin: The Margin used to determine my ANNUAL PERCENTAGE RATE is modified to 2.750 percentage points.
- 3. Representation of Borrower(s): Borrower(s) represent(s) to Countrywide Bank, FSB that:
  - a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;

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#### **LOAN NUMBER 132133310**

- b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Bank, FSB in writing;
- c) I am/We are the only owner(s) of the Property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 11/21/2006. In the event there are changes, Borrower(s) has/have notified Countrywide Bank, FSB of such changes prior to the completion of this modification;
- d) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There are no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;
- e) I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;
- f) I/We understand that homestcad property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we voluntarily give pany/our right to the protection of the property with respect to claims based upon this contract,
- g) If Lender has not required iny/our current income documentation, I/we certify that my/our current income has not decreased since the time of my/our original Home Equity Line of Credit Agreement and Disclosure Statement described above.
- h) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our ignature(s) and that Countrywide Bank, FSB has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my/our loan being in default, civil inbility and/or criminal penalties.
- 4. Limited Effect: The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Bank, ISB under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this Modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.
- 5. Effective Date/Availability of Funds: If this Modification is completed, signed, notarized, and received by Countrywide Bank, FSB within ten (10) calendar days after the date first written above, it will be effective ten (10) calendar days after the date first written above 4/12/2007. If not received within that time, the Modification is null and void. If I do not exercise my right under Foot at law to rescind this transaction, the increase in the amount of funds available due to the modification of my credit limit will be accessible after midnight of the third business day following the Effective Late, unless that day is a Saturday, in which case, the funds will be available the next business day. For purposes of this section, "business day" means all calendar days except Sundays and legal public holidays specified in 5 U.S.C. 6103(a).

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- 6. Agreement to Correct Misstated Documents, Provide Additional Documentation, or Fees:
  Borrower(s) agrees as follows: If any document is lost, misplaced, misstated, inaccurately reflects the
  true and correct terms and conditions of the modification of the Loan, or is otherwise missing, upon
  request of the Lender, Borrower(s) will comply with Lender's written or oral request to execute,
  acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or
  correct the lost, misplaced, misstated, inaccurate or otherwise missing document(s). Borrower(s)
  agrees to deliver the documents within ten (10) days after receipt by Borrower(s) of a written or oral
  request for such replacement. Borrower(s) also agrees that at any time, upon request by Lender,
  including at the time of loan pay-off, Borrower(s) will supply additional amounts and/or pay to Lender
  any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the
  readdiffication of the Loan, which for whatever reason was not collected at the time this modification
  was entered into ("Fees"). This agreement supplements any other similar agreement that was entered
  into by Berrower(s).
- 7. Request by Lorder: Any request under Paragraph 6 of this agreement may be made by the Lender, (including assignee and persons acting on behalf of the Lender) or Settlement Agent, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the loan documentation shall be considered conclusive evidence of the necessity for the Documents.
- 8. Failure to Deliver Document: can Constitute Default: Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or Deed of Trust, and may give Lender the option of declarring all sums secured by the loan documents immediately due and payable.
  - This instrument is executed by the undersupped Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it 2.5 such Trustee. It is expressly understood and agreed that all the warranties indemnities representation covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally NO personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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**LOAN NUMBER 132133310** 

IN WITNESS WHEREOF, this Modification has been duly execute ies hereto the day and year first above written. BORROWER(S) instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties are emnities TRUSTEEDate FOUNDERS BANK, AS representations covenants, undertakings and agreements herein UNDER THE PROVISION OF A CERTAIN made on the part of the Trustees are undertaken by it solely in its TRUST AGREEMENT DATED JANUARY capacity as Trustee and not personally. No personal liability or 23, 2006, AND KNOW AS TRUST personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any NUMBER 6825 warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument. Witness SEE PAGE 3 FOR BIGGER COPY OF STAMP igrature of Witness CO-OWNER(S) The undersigned here's consents to the execution of this Modification which serves to increase the lien amount on the Subject Property Date Date Witness Signature of Witness Signature of Witness Notary Acknowledgement for Borrower(s)/Owner(s State of Illinois County of Cook Linda C. Scheibel March 28, 2007 before me, Name of Notary Public Date Barbara J. Ralson, AVP is subscribed to personally appeared Name(s) of Borrower(s)/Owner(s) Personally known to me Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and ac'allowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/h ar/th ir 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 Signature Signature of Notary Public

"OFFICIAL SEAL"
Linda C. Scheibel
Notary Public, State of Illinois
My Commission Exp. 07/06/2010

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#### **EXHIBIT A**

.2 IN LINE CREEK MANOR.
SECTION 22, TOWNSHIP 37 NU.
NCIPAL MERIDIAN, IN COOK COUN.

RCEL ID# 24-22-418-005-0000

APN # 24-23-418-005-0000