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Prepared By:

Wells Fargo Bank, N.A.
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Doc#: 0717313026 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 06/22/2007 08:59 AM Pg: 1 of 5

After Recording please return to:

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Attn: Document Mgt.

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

This Modification Agreement (this "Agreement") is made the 15TH DAY OF MAY, 2007, between Wells Fargo Bank, N.A. (the "Lender") and PETER M. KOULGGEORGE AND DONNA L. KOULGGEORGE, HUSBAND AND WIFE, NOT AS TENANTS IN COMMON, NOT AS JOINT TENANTS, 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 April 06, 2007, in the original maximum principal amount of \$ 75,000.09. 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 \_\_\_\_\_\_ at page(s) \_\_\_\_\_\_ of the County of COOK County, State of ILLINOIS as document No. 0711305136 (the "Security Instrument"), and covering real property located at 3423 NORTH LEAVITT STREET CHICAGO, ILLINOIS 60618 (the "Property") and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN COOK COUNTY, ILLING'S, TOGETHER WITH THE TENEMENTS AND APPURTENANCES THERETO BELONGING TO WIT: LOT 15 IN BLOCK 4 IN C.T. YERK'S SUBDIVISION OF BLOCKS 33, 34, 35,36, 41, 42, 43, AND 44 IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) 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.

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

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0717313026 Page: 2 of 5

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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 Lereby 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.

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

0717313026 Page: 3 of 5

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Borrower PETER M KOULOGEORGE	(SW)
Johna J. Konlogloge	(Seal)
Borrower DONNA L KOULOGEORGE	
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Wells Fargo Bank, N.A.	
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{ Acknowledgments on Following	Pages}

0717313026 Page: 4 of 5

### **UNOFFICIAL COPY**

State of Iowa

County of Dallas

On <u>May 21, 2007</u> before me, <u>Weslie L. Spradling/ Notary Public</u> (here insert name and title of the officer), personally appeared <u>Penny Tebben</u>, <u>Assistant Vice President</u>, <u>Wells Fargo Bank N.A.</u>,

personally known to me (or 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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ner/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 land and official seal.

Signature (Seal)

Westie L. Spracking

Notary Public

My Commission Expires: 09/26/2009

Notary Acting in Dallas County, Iowa

Notary Public for the state of Iowa, residing in the city of Des Moines

Notary Address: 4200 Park Ave Bldg 1 Apt 28, Des Moines, IA 50321

## **UNOFFICIAL COP**

FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

Illinois Notary Public Act

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County of

This instrument was acknowledged before me on May 15, 2007 (dat PETER M. KOULDGEOLGE & DONNA 1.

(name/s of person/s).

(Seal)

CTRICIAL SEAL Or Cook County Clark's Offica

(Signature of Notary Public)