Doc#: 0800849028 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 01/08/2008 10:42 AM Pg: 1 of 4

Loan Number: 8359024292

NOTE AND MORTGAGE MODIFICATION AGREEMENT

1/39211

This Agreement, made as December 5, 2007 by and between Mortgage Electronic Registration Systems, Inc. with an office at 500 Enterprise Road, Suite 150, Horsham, PA 19044 (hereinafter called "LENDER") and **Daniel Sasara and Bogumila Sasara**, (hereinafter called "BORROWER") who reside at **206 South Salem Drive**, Schaumburg, IL 60193.

#### **RECITALS**

- A. LENDER is the mortgagee of a mortgage (hereinafter called "SECURITY INSTRUMENT") dated 4/25/2006 made by the BORROWER to LENDER recorded 5/10/2006, Document# 06130/5094, securing the original sum of \$136,140.00, and securing a debt evidenced by a Home Equity Line of Credit Agreement and Federal Truth In Lending Disclosure Statement (hereinafter called "NOTE") dated 4/28/2006 in the amount of \$136,140.00 which SECURITY INSTRUMENT encumbers property more particularly described in said SECURITY INSTRUMENT.
- B. BORROWER, the owner in fee simple of all of the property subject to SECURITY INSTRUMENT, has requested LENDFR to modify the NOTE and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of ONE DOLLAR (\$1.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

- 1.As of the date of this Note and Modification Agreement, the unpaid principal balance of NOTE is \$61,950.22
- 2. The terms and provisions of the NOTE are amended and modified by changing the Credit Limit from \$136,140.00 to \$73,000.00 on the first page of the NOTE.
- 3. Nothing herein invalidates or shall impair or release any covenants, conditions, agreement or stipulation in the NOTE covenants, conditions, agreement or stipulation in the NOTE and SECURITY INSTRUMENT and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the

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## **UNOFFICIAL COPY**

covenants, agreements, conditions and stipulations of NOTE and SECURITY INSTRUMENT as modified herein.

- 4.All LENDER's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
- 5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

BORROWER:
Daniel Sasara )()
Bogumila Sasara  LENDER  Mortgage Electronic Registration Systems, Inc.  By:
Bogumila Sasara
LENDER 1999 Hall
Mortgage Electronic Registration Systems, Inc.
Ву:
Marnessa Birckett
Assistant Secretary
Marnessa Birckett Assistant Secretary  State OF
COUNTY OF COOK : ss
On this 12-7-07, before me, Suzanne M. Gerrais
the undersigned, a Notary Public in and for said County and State, personally appeared
Daniel Sasara and Bogumila Sasara, 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/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument
person(s), or the entity upon behan or which the person(s) detect, encourse the management
WITNESS my hand and official seal.
26 0 - My 1 1 cm
OFFICIAL SEAL
Notary Public SUZANNE M GERVAIS NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/14/11
***************************************

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#### COMMONWEALTH OF PENNSYLVANIA

SS

#### **COUNTY OF MONTGOMERY**

On this 12-500, before me, Tamika Scott the undersigned, a Notary Public ir and for said County and State, personally appeared Marnessa Birckett, Assistant Secretary, 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/her/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 hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Tamika Scott, Notary Public Aon ham Twp., Montgomery County My Commission Expires Nov. 27, 2010

Member Penrsylvania Association of Notaries

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### TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000633277 CH STREET ADDRESS: 206 S. SALEM DRIVE

CITY: SCHAUMBURG COUNTY: COOK COUNTY

TAX NUMBER: 07-21-309-049-0000

#### LEGAL DESCRIPTION:

LOT 15223 IN WEATHERSFIELD UNIT 15, SECTION2, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD ACC. IN COOK

COOK PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS.