# **UNOFFICIAL**

STEWART TITLE COMPANY
2055 W. Army Trail Road, Suite 110
Addison, IL 60101
RECORDING RECUESTED BY

Pregned ley & WHEN RECORDED MAIL TO

Wells Fargo Bank, N. A. Attn: Doc. Management MAC B6955-011 PO Box 31557 Billings, MT 59107-1557 Doc#: 0913211107 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/12/2009 12:11 PM Pg: 1 of 3

5795933/3

### **MODIFICATION OF AGREEMENT**

VINDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this Monday, March 09, 2009 by Wells Fargo Bank, N. A. ("Lender"), and James P Poklop An Comarried Person ("Borrower"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated August 9, 2007 with a credit limit in the amount of \$300,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Sccu ity Agreement") dated August 9, 2007, for the use and benefit of Lender, which was recorded on September 17, 2007 as 0726022039 of the official records in the Office of the Recorder of Cook County, State of IL.

As of the date of this agreement, Ler.der and Borrower acknowledge that the outstanding principal balance under the Credit Agreement and secured by the Security Agreement is \$329,525.00 and that the accrued, unpaid interest under the Credit Agreement and secured by the Security Agreement is \$1,387.81. Additional interest shall continue to accrue on the outstanding principal balance from the next calendar day following March 09, 2009 at the rate of \$18.28 per diem until paid.

For good and valuable consideration, Lender and Borrov er agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above referencer' C edit Agreement from \$344,025.00 to \$332,025.00.

Lender and Borrower acknowledge and agree that the Security Agreemen' secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way is obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past default or rights under the Credit Agreement, Security Agreement, or any other of the Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

3/

0913211107 Page: 2 of 3

# **UNOFFICIAL COPY**

Borrower agrees to pay all costs and expenses, including, but not limited to, recording fees and 'title insurance premiums incurred by Lender in connection herewith.

The Agreement is effective as of the date first written above.

STATE OF: COUNTY OF before to the undersigned, a Notary Public in and for said state personally appeared, the person(s) whose name(s) is/are subscribe: to the within instrument and acknowledge 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 Tracy Cagala Notary Public, State of Illinois My Commission Exp. 10/24/2009 Public in and for said County and State LENDER: Wells Fargo Bank, N BY: **OREGON** )SS Barbara Edwards STATE OF:

On March 9, 2009 before me the undersigned, a Notary Public in and for said state personally appeared, Barbara L dwards, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/arc/subscribed to the within instrument and acknowledge 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 w hand and official seal.

Notary Public in and for said County and State

WASHINGTON

COUNTY OF:

NOTARY STAMP OR SEAL



0913211107 Page: 3 of 3

# **UNOFFICIAL COPY**

SCHEDULE A **ALTA Commitment** File No.: 579598

#### LEGAL DESCRIPTION

Unit 15A in Oakdale Towers Condominium, as delineated on a survey of the following described real estate: Lots 6 and the East 16 2/3 feet of Lot 7 in Block 2 in Gilbert Hubbard's Addition to Chicago in the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the Declaration of Condominium recorded as document 25371311 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PIN: 1:4-28-118-045-1056
P.A.-4314.Ochdole Ave, 15A
Chicago, IL 50657 657 County Clark's Office

Authorized Countersignature