

Doc#: 0932922072 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/24/2009 01:28 PM Pg: 1 of 2

**UNOFFICIAL COPY**

**Modification Agreement**

8299048 N. Ashland (all UT)

This agreement, made this 29th day of August, 2005, by and between Alan P. Hepker and Susan M. Hepker hereinafter called "BORROWER" and Wells Fargo Bank, N.A. hereinafter called "LENDER".

**Recitals:**

A. LENDER is the owner and holder of the certain mortgage/deed of trust/security deed (SECURITY INSTRUMENT) dated May 31st, 2005, recorded in Book Page Public Records of ILLINOIS, Cook County, securing a debt evidenced by a promissory note (NOTE) dated May 31st, 2005, in the original amount of which SECURITY INSTRUMENT encumbers property more particularly described in said SECURITY INSTRUMENT. \$416,000

B. BORROWER, the owner in fee simple of all the property subject to SECURITY INSTRUMENT, has requested LENDER to modify NOTE and SECURITY INSTRUMENT, 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 TEN DOLLARS (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto mutually covenant and agree as follows:

1. The unpaid principal balance of NOTE is \$475,098.38 and the interest has been paid to
2. The terms and provisions of the NOTE are amended and modified in accordance with the terms and provisions and Exhibit "A," attached hereto and incorporated herein by reference, entitled NOTE
3. The terms and provision of the SECURITY INSTRUMENT are amended and modified in accordance with the terms and provisions of Exhibit "B," attached hereto and incorporated herein by reference, entitled MORTGAGE
4. Nothing herein invalidates or shall impair or release any covenants, condition, agreement or stipulation in 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 covenants, agreements, conditions and stipulations of NOTE and SECURITY INSTRUMENT which are not inconsistent herewith.
5. All LENDER'S right against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
6. This Agreement shall be binding upon and shall insure 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.

Signed, sealed and delivered in the presence of:

*Yasmeen S. Holt*

"BORROWER"

*Alan P. Hepker by Susan M. Hepker*  
atty-in-fact ALAN P. HEPKER

*Susan M. Hepker*

"LENDER" SUSAN M. HEPKER

*Laura Pabon*

LAURA PABON  
V.P. LOAN DOCUMENTATION  
WELLS FARGO BANK N.A.



Signed, sealed and delivered in the presence of:

*[Signature]*

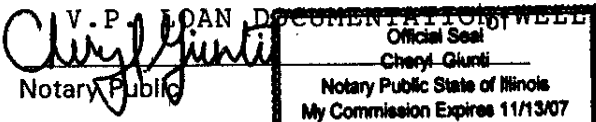
STATE OF IL COUNTY OF Cook SS

The foregoing instrument was acknowledged before me, this 29th day of August, 2005, by ALAN P. HEPKER and SUSAN M. HEPKER

Notary Public *Susan M. Hepker* My Commission Expires: 12-11-05

STATE OF ILLINOIS COUNTY OF DUPAGE SS

Foregoing instrument was acknowledged before me this 12th day of November, 2005, by LAURA PABON, President and as on behalf of said corporation.



My Commission Expires:

(Ascom)

**UNOFFICIAL COPY**

STREET ADDRESS: 3470 N. LAKE SHORE DRIVE

#17C

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 14-21-306-038-1039

**LEGAL DESCRIPTION:**

UNIT NUMBER 17-'C', TOGETHER WITH AN UNDIVIDED 1.66 PERCENT INTEREST OF THE COMMON ELEMENTS, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS:

PARCEL 1: THAT PART OF THE SOUTHERLY 40 FEET OF LOT 37 LYING SOUTHWESTERLY OF THE WEST LINE OF SHERIDAN ROAD (EXCEPTING THEREFROM THE WESTERLY 54.75 FEET), IN BLOCK 13 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 BOTH INCLUSIVE AND 33 TO 37 BOTH INCLUSIVE IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THE NORTHERLY 25 FEET MEASURED AT RIGHT ANGLES WITH THE NORTHERLY LINE THEREOF OF THE FOLLOWING DESCRIBED TRACT OF LAND; THAT PART OF LOT 1 IN THE SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 BOTH INCLUSIVE AND 33 TO 37 BOTH INCLUSIVE IN PINE GROVE, IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT, WITH THE WESTERLY OF SHERIDAN ROAD; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 150 FEET; THENCE SOUTHERLY TO A POINT IN THE SOUTH LINE OF SAID LOT, A DISTANCE OF 190 FEET EASTERLY FROM THE WESTERLY LINE OF SAID LOT AND BEING ON THE NORTHERLY LINE OF HAWTHORNE PLACE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 150.84 FEET TO THE WESTERLY LINE OF SHERIDAN ROAD; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SHERIDAN ROAD 298.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM, MADE BY THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 15, 1965, AND KNOWN AS TRUST NUMBER 15666, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 20446824, AND FILED WITH THE REGISTRAR OF TITLES AS DOCUMENT NUMBER LR 2380325 (EXCEPT THAT PART FALLING IN UNITS NUMBERS 4 TO 27"B", AS SAID UNITS ARE DELINEATED ON SAID SURVEY), IN COOK COUNTY, ILLINOIS.