

# UNOFFICIAL COPY



Doc#: 0934326087 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/09/2009 10:48 AM Pg: 1 of 6

FILE # 09-10150

NAME GOZZO

*Note & Mortgage*  
*MODIFICATION AGREEMENT*  
COVER PAGE

TEK TITLE, L.L.C.  
2720 S. River Road, Suite 233  
Des Plaines, IL 60018

c.f.  
6

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Loan Number: 8255587415

## NOTE AND MORTGAGE MODIFICATION AGREEMENT

This Agreement, made as October 27, 2009 by and between GMAC Mortgage, LLC with an office at 1100 Virginia Drive Fort Washington PA 19034 (hereinafter called "LENDER") and Diana L. Guzzo and Elizabeth A. Pazik, (hereinafter called "BORROWER") who reside at 5049 W. Hutchingson St., Chicago IL 60641.

### RECITALS

A. LENDER is the mortgagee of a mortgage (hereinafter called "SECURITY INSTRUMENT") dated 6/12/08 made by the BORROWER to LENDER recorded 7/11/08, Document No 0819308443, securing the original sum of \$200,000.00, and securing a debt evidenced by a Home Equity Line of Credit Agreement and Federal Truth In Lending Disclosure Statement (hereinafter called "NOTE") dated 6/12/08 in the amount of \$200,000.00 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 LENDER 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 \$136,871.67
2. The terms and provisions of the NOTE are amended and modified by changing the Credit Limit from \$200,000.00 to \$100,000.00 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 covenants, agreements, conditions and stipulations of NOTE and SECURITY INSTRUMENT as modified herein.

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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:

[Signature]  
 Diana L. Guzzo

[Signature]  
 Elizabeth A. Pazik



LENDER  
GMAC Mortgage, LLC

By: [Signature]  
 Marnessa Birckett  
 Limited Signing Officer

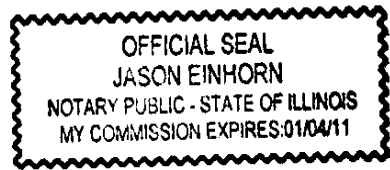
State OF IL :

COUNTY OF COOK : SS

On this 11-10-09, before me, JASON EINHORN  
 the undersigned, a Notary Public in and for said County and State, personally appeared Diana L. Guzzo and Elizabeth A. Pazik, 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.

[Signature]  
 Notary Public



# UNOFFICIAL COPY

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:

\_\_\_\_\_  
**Diana L. Guzzo**

\_\_\_\_\_  
**Elizabeth A. Pazik**

LENDER  
GMAC Mortgage, LLC

By: Marnessa Birckett  
Marnessa Birckett  
Limited Signing Officer



State OF \_\_\_\_\_ :  
: ss

COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_, before me, \_\_\_\_\_  
the undersigned, a Notary Public in and for said County and State, personally appeared Diana L. Guzzo and Elizabeth A. Pazik, 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

# UNOFFICIAL COPY

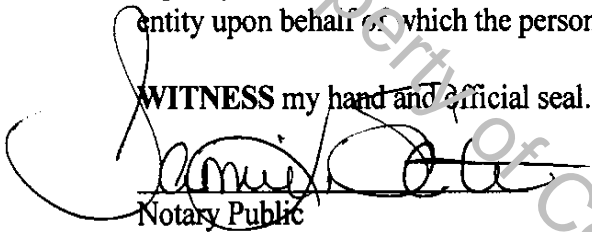
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this 10-27-09, before me, Tamika Scott the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett, Limited Signing Officer, 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  
Horsesham Twp., Montgomery County  
My Commission Expires Nov. 27, 2010  
Member, Pennsylvania Association of Notaries

County Clerk's Office

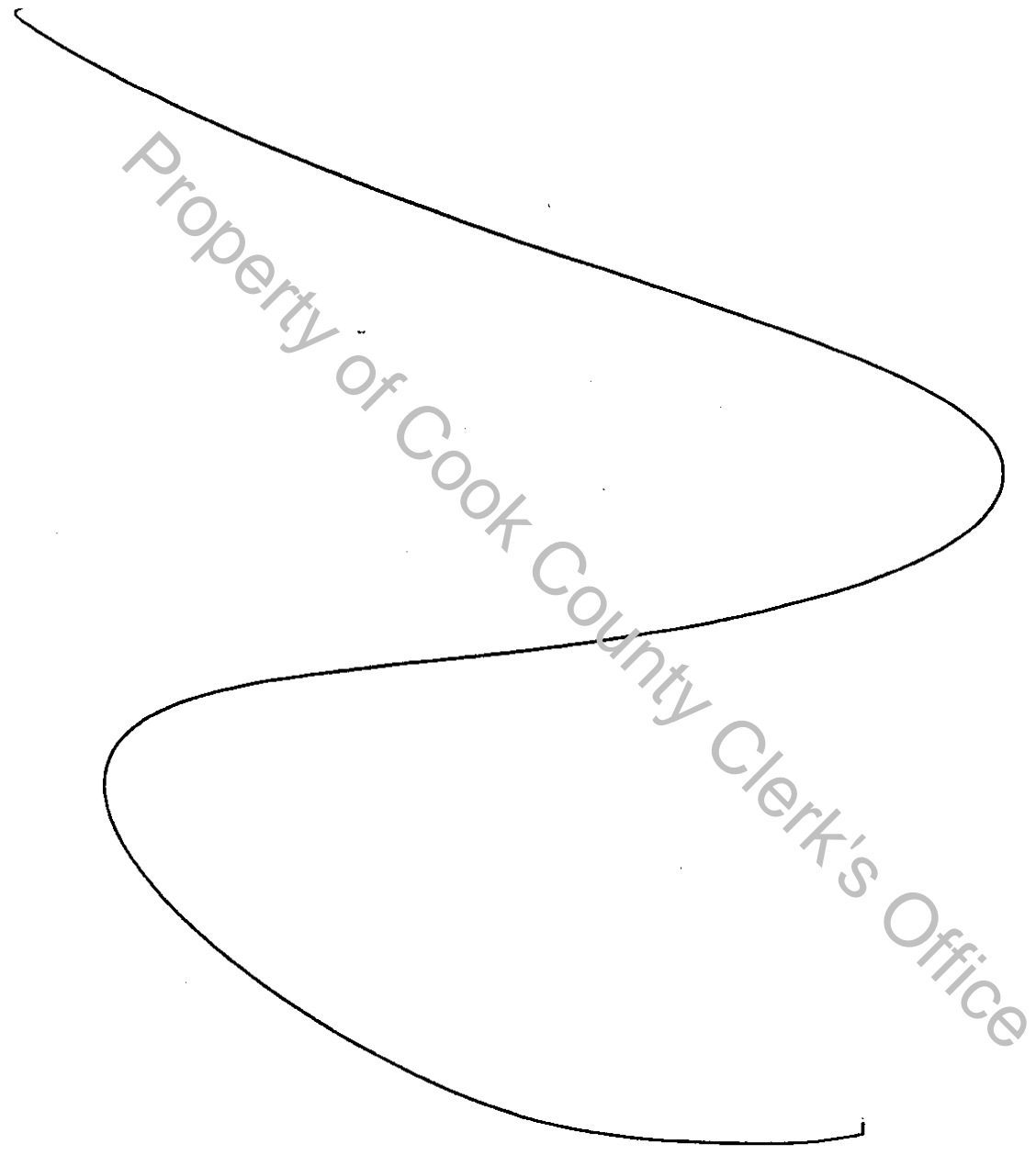
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LOT 69 IN GARDNER'S 6<sup>TH</sup> ADDITION TO MONTROSE, BEING A SUBDIVISION OF THAT PART WEST OF MILWAUKEE AVENUE OF THE SOUTH ½ OF LOT 10 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*Exhibit A*

13-16-412-006-0000

5049 WEST HUTCHINSON STREET, CHICAGO, IL 60641



Property of Cook County Clerk's Office