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Doc#: 1004903001 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/18/2010 09:39 AM Pg: 1 of 6

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 01-26-100-024-0000

Address:

Street: 8 BACK BAY DR

Street line 2:

City: SOUTH BARRINGTON

State: IL

ZIP Code: 60010

Lender: WELLS FARGO BANK, N.A.

Borrower: KOLODZIEJ, STEPHEN J. AND LISA

Loan / Mortgage Amount: \$458,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the loan is a HELOC which is not simultaneous with a new first mortgage.

Y
6
N
N
Y
X
INT

Certificate number: C89F4B53-50C7-44E8-93BB-08D68295BC2C

Execution date: 12/29/2009

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Prepared By:

Wells Fargo Bank, N.A.

JENNY L. MORENO

DOCUMENT PREPARATION

2202 W. ROSE GARDEN LANE

PHOENIX, ARIZONA 85027

888-524-2139

After recording, return recording

information to: **200912100427**
American Title, Inc.

PO Box 641010

Omaha, NE 68104-1010

Parcel #: 01-26-100-024-0000

State of Illinois {Space Above This Line For Recording Data}
 Account Number: 650-650-9009341-1998 Reference Number: 20093289700027

**MODIFICATION TO HOME EQUITY LINE OF CREDIT
 AGREEMENT AND OPEN-END MORTGAGE**

This Modification Agreement (this "Agreement") is made this **29TH DAY OF DECEMBER, 2009**, between **Wells Fargo Bank, N.A.** (the "Lender") and **STEPHEN J. KOLODZIEJ, MARRIED AND LISA KOLODZIEJ** (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 **February 03, 2009**, in the original maximum principal amount of **\$ 100,000.00**. 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. **0907547061** (the "Security Instrument"), and covering real property located at **8 BACK BAY DR, SOUTH BARRINGTON, ILLINOIS 60010** (the "Property") and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT: LOT 21 IN COVES OF SOUTH BARRINGTON UNIT NO. 1, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 42, NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. APN: 01-26-100-024-0000

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.

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



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Agreement is hereby increased to \$458,000.00 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.

As a precondition to making the changes set forth above, the Borrower hereby agrees to pay to the Lender at the time of signing this Agreement the other finance charges and other charges that are enumerated and disclosed on the attached final HUD Settlement Statement which is integrated by reference 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 herein 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.

Borrower hereby acknowledges Borrower has received, read and retained a copy of the Agreement and the HUD Settlement Statement provided to me by Lender, all of which I agree to by signing this Agreement.

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.



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The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.

Steve J Kolodziej -Borrower

Lisa K Kolodziej -Borrower

Wells Fargo Bank, N.A.

By: Donna Areala

Its: VP Wire Documentation

{ Acknowledgments on Following Pages }

Property of Cook County Clerk's Office



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FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Arizona)
COUNTY OF Maricopa) ss.

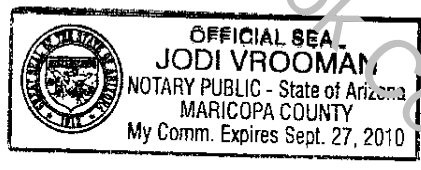
On this 30th day of December, 2009, before me, a Notary Public in and for said county personally appeared Donna Arexato, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Vp loan Documentation of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said Vp loan Documentation acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

[Signature]

Notary Public

State of Arizona

My commission expires: 7.27.10



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FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

Illinois Notary Public Act

State of Illinois
County of Lake

This instrument was acknowledged before me on 12/29/2009 (date) by
Steve J. Kolodziej and Lisa Kolodziej

(name/s of person/s).

Kevin H. Keleher
(Signature of Notary Public)

(Seal)

