

# UNOFFICIAL COPY



Doc#: 1028833152 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/15/2010 02:06 PM Pg: 1 of 4

Prepared by Morgan Stall  
Record and return by mail to:  
1 Mortgage Way, Po Box 5449  
Mount Laurel, NJ 08054  
Attn: Mailstop DC

Loan No: 0031658537

**AMENDMENT TO AGREEMENT AND MORTGAGE**

THIS AMENDMENT is made by and between Charles Schwab Bank, whose street address is 1 Mortgage Way, Mount Laurel, NJ 08054 ("Lender"), and Greg Alcazar, a married person, Susan E. Alcazar, who resides at 410 Dorothy Drive, Des Plaines, IL 60016 ("Borrower").

WHEREAS, on August 16, 2005, Lender established a home equity line of credit account (the "Account") in the name of Mortgagor with a maximum line of credit available under the Account in the amount of \$87,000.00; and

WHEREAS, in order for the Account to be established, Borrower/Mortgagor executed certain documents, including, but not limited to, an Agreement/Promissory Note (the "Agreement") and a Deed to Secure Debt and Assignment of Rents (the "Mortgage"); and

WHEREAS, the Mortgage was recorded on September 6, 2005 in Doc No.: 0524912155 in the official records of Cook County, State of Illinois and encumbers the property described therein; and whereas said mortgage was decreased to an amount of \$77,000.00 by Amendment recorded March 9, 2010 as Doc No. 1006840012, which was recorded in the offices of said county which encumbers the following described real property; and whereas said mortgage was decreased to an amount of \$65,000.00 by Amendment recorded March 9, 2010 as Doc No. 1006840013, which was recorded in the offices of said county which encumbers the following described real property;

WHEREAS, Mortgagor requests that Lender decrease the maximum line of credit available under the Account to \$16,000.00; and

WHEREAS, in order for Lender to decrease the maximum line of credit available under the Account to such amount, the Agreement and the Mortgage must be amended to reflect the decreased amount;

NOW THEREFORE, for and in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Agreement and the Mortgage are hereby amended to reflect that the maximum line of credit available under the Account, and the maximum principal amount secured by the Mortgage, is now \$16,000.00.

2. Except as specifically modified hereby, the Agreement and the Mortgage are hereby ratified and confirmed in all respects and remain in full force and effect.

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BOX 333-CT

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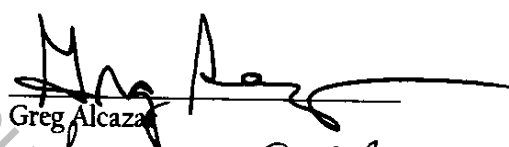
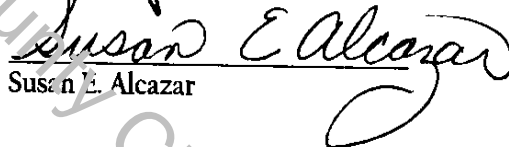
Loan No. 0031658537

23 IN WITNESS WHEREOF, Lender and Mortgagor have executed this Amendment as of the 23 day of Sept 2010.

Charles Schwab Bank, by  
PHH Mortgage Corporation, Authorized Agent

By:   
Kimberly DiLeo, Assistant Vice President

Attest:   
Jason Webb, Assistant Secretary

  
Greg Alcazar  
  
Susan E. Alcazar

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Loan No. 0031658537

STATE OF NEW JERSEY  
COUNTY OF BURLINGTON

On September 23, 2010, before me, AMY ALLEN, a Notary Public in and for said state, personally appeared KIMBERLY DILEO and JASON WEBB, Assistant Vice President & Assistant Secretary, respectively, of the Corporation that executed the within instrument, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that by their signatures on the instrument the corporation upon behalf of which they acted executed the instrument, and that the instrument is the free act and deed of the corporation.

WITNESS my hand and official seal.



Notary's Signature: *Amy Allen*  
Name: Amy Allen  
Commission No. 2376890  
Notary Public, State of New Jersey  
My Commission Expires: August, 13<sup>th</sup>, 2013

STATE OF IL  
COUNTY OF COOK

On 9/30/2010 before me, Donna R. Walstrom, a Notary Public, in and for said county, personally appeared Greg Alcazar & Susan E. Alcazar, 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's Signature: *Donna R. Walstrom*  
Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008481651 LZ  
STREET ADDRESS: 410 DOROTHY DR.  
CITY: DES PLAINES COUNTY: COOK  
TAX NUMBER: 08-24-114-028-0000

### LEGAL DESCRIPTION:

LOT 35 IN PLEASANT MANOR ESATES UNIT NO. 2, A SUBDIVISION OF THAT PART LYING NORTH OF ALGONQUIN ROAD OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TILTES OF COOK COUNTY, ILLINOIS, ON APRIL 5, 1960, AS DOCUMENT NUMBER 1916025, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office