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Doc#: 1104140096 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 02/10/2011 02:56 PM Pg: 1 of 5

### MODIFICATION TO MORTGAGE (LINE AGREEMENT)

This Modification modifies a Home Equity Line Agreement and a Mortgage. Terms used in this Modification:

RLC:

Home Equity Line Agreement Modification Date: 1/11/11 Note Date: 12/05/06

Maturity Date: 12/25/31 Account Number ending in: \*\*\*\*204 Original Credit Limit: \$235,107.00

New Credit Limit: \$121,800.00

Borrowers:(as listed on mortgage) Dean P Fleck and Mary L Fleck, his wife, not as tenants in common nor

as joint tenants, but as tenants by the entirety

Bank: U.S. Bank National Association ND

4325 17th Ave SW Fargo, ND 58103 Recording Requested by & When Recorded Return to:

U.S. Bank National Association ND

1850 Osborn Avenue Oshkosh, WI 54902

The Mortgage is described on Exhibit A to this Modification. The Mortgagors are also listed on Exhibit A.

The Borrowers and the Bank entered into the Home Equity Line Agree nent. The Mortgagers have signed the Mortgage securing the Home Equity Line Agreement. The Mortgaged reperty and other information about the Mortgage are described on Exhibit A.

The Borrowers and the Bank agree that the Home Equity Line Agreement is nodified to decrease the Original Credit Limit to the amount of the New Credit Limit as shown above. The Mortgagors and the Bank agree that the Mortgage is modified to secure the entire New Credit Limit on the Home Equity Line Agreement. The maximum principal indebtedness secured by the Mortgage as modified by this Modification is the New Credit Limit shown above. There is no additional indebtedness secured by this Modification.

Note: Only those persons named as Mortgagors in Echnoit A have an interest in the Mortgaged Property and are signing to modify the Mortgage. All other signers are signing merely to modify the Home Equity Line Agreement

SPSCT

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State of Illinois )  ss. ss.
County of
all i
On this day of, 20 before me, a notary public, personally appeared
Dean K Fieck and Mary L. Fleck
known or identified to me to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowled ect to me that he/she/they executed the same.
Notary Poblic O
Notary print at ame OFFICE
My commission expires OFFICIAL SEAL  MOTARY PUBLIC STATE OF ILLINOIS  NOTARY PUBLIC STATE OF ILLINOIS  EXPIRES:04/03/11
My commission expires C BIRING  MY COMMISSION EXPIRES:04/03/11
EXPIRES: DA/D3/1:
U.S. Bank National Association, NO
$\tau$
Signature: Oulca
Ann K Gurno, Operations Officer
State of Wisconsin )
SS
County of Winnebago )
County of Whitebage )
This instrument was acknowledged before me on the 11 day of January, 2011, by
Ann K Gurno, an Operations Officer of U.S. Bank National Association, ND, a national
banking association, on behalf of the association.
MULO WOOLD WILL A WOOM
Sheila Worden, Notary Public
Sheila Worden, Notary Public  My Commission Expires on 11/06/2011  **  **  **  **  **  **  **  **  **
<b>*</b> ★ *
TON CONTRACTOR SE
THE CONSTITUTE OF THE PROPERTY
W. OF WISOM
···

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#### MODIFICATION TO MORTGAGE (LINE AGREEMENT) - EXHIBIT A

Other terms used in this amendment

Mortgagor: Dean P Fleck and Mary L Fleck, his wife, not as tenants in common nor as joint tenants, but as

tenants by the entirety

Mortgagee: US Bank NA ND Mortgage Date: 12/5/2006

Mortgage Recording Date: 1/8/2007

Recording Office: Coo', CO. IL

Mortgage Recording Information: 0700815029

Legal Description of Property:

See Attached Legal

Parcel ID: 09-26-205-011-0000

Property Address: 744 North Washington Avenue, Fark Ridge, IL 60068

#### Certificate No.(Torrens Only):

This instrument drafted by: U.S. Bank National Association ND Attn: Ann K Gurno 920-426-7796 1850 Osborn Avenue Oshkosh, WI 54902 Mail Tax Statements (C)
744 North Washington Avenue
Park Ridge, IL 60068

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All of Us serving you\*

January 11, 2011

IC

### **AMENDMENT** U.S. Bank Equiline Agreement

Dean P Fleck Mary L Fleck 2641 12/5/2006

Doc. # 0700815029

By signing below, Borrower and Lender agree to the terms of this Amendment. Except where specifically stated or amended, all terms of the Equiline Agreement remain in full force and effect.

Notwithstanding anything to the contrary in the Equiline Agreement, if the interest accrued and the credit insurance premiums (if applicable) on the last day of the billing cycle is greater than Borrower's selected payment option, Borrower will pay the greater amount. To be clear, the payment obligations under the Equiline Agreement shall not result in negative amortization.

Borrower understands and agrees that the "Negative Amortization" section of the Equiline Agreement is for disclosure purposes only and that negative amortization is not commemplated as part of Borrower's payment obligations.

Dean P Fleck

1-14-// Mary L Fleck 1-24-11

Ann K Gurno, Loan Operations Officer

-//-// Date

Return to: **US Bank** 

PO Box 2746

1850 Osborn Avenue

Oshkosh, WI 54902

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## **UNOFFICIAL COPY**

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

THE SOUTH 10 FEBT OF LOT 2 AND LOT 3 (EXCEPT THE SOUTH 5 FEBT THEREOF) IN KOERNER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of County Clerk's Office