



1205515063

Illinois Anti-Predatory Lending Database Program

Doc#: 1205515063 Fee: \$52.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/24/2012 02:55 PM Pg: 1 of 8

Certificate of Exemption

Report Mortgage Fraud 800-532-8785

Property of Cook County Clerk's Office

The property identified as: PIN: 14-32-102-029-0000

Address:

Street: 2336 N. Janssen Ave.

Street line 2:

City: Chicago

State: IL

ZIP Code: 60614

Lender: Wells Fargo Bank, NA

Borrower: Benjamin Goren

Loan / Mortgage Amount: \$458,000.00

This property is located within the program area 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.

S Y
P 8
S N
M N
SC Y
E Y
INT gt

Certificate number: 56C95366-6C65-4FA6-BB99-B58BD3BBEB28

Execution date: 02/07/2012

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Prepared By:

Wells Fargo Bank, N.A.**TRACEY SMITH****WELLS FARGO BANK, N.A.****85 Cleaveland Road, 2nd Flr****Pleasant Hill, CALIFORNIA 94523****800-400-3339**~~After Recording please return to:~~**Wells Fargo Bank, N.A.****Attn: Document Mgt.****P.O. Box 3155****MAC B6955-013****Billings, MT 59107-5900****Recording requested by: LSI****When recorded return to :****Custom Recording Solutions****5 Peters Canyon Road Suite 200****Irvine, CA 92606 W13469676.****800-756-3524 Ext. 5011**Parcel #: ~~14-32-102-029-0000~~

13469676-W

State of Illinois {Space Above This Line For Recording Data}Account Number: ~~117-117-0593095-1008~~Reference Number: **20120056700115****MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND OPEN-END MORTGAGE**

This Modification Agreement (this "Agreement") is made this **7TH DAY OF FEBRUARY, 2012**, between **Wells Fargo Bank, N.A.** (the "Lender") and **BENJAMIN GOREN AND SUSAN PETR GOREN, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY** (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 **June 29, 2011**, in the original maximum principal amount of **\$ 208,000.00**. 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 was recorded on **07-20-2011** in Book/Roll **N/A** at page(s) **N/A** of the County of **COOK** County, State of **ILLINOIS** as Document/Serial No. **1120115055** (the "Security Instrument"), and covering real property located at **2336 N. JANSSEN AVE., CHICAGO, ILLINOIS 60614** (the "Property") and described as follows:

THE LAND AFFECTED BY THIS INSTRUMENT IS THE SAME AS SET FORTH IN THE DEED OF TRUST HEREIN ABOVE REFERRED TO.

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 Agreement is hereby increased to **\$458,000.00** and that the lien of the Security Instrument shall secure the



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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.

Change in Margin. The Lender and the Borrower agree that the Margin on the line of credit, as specified in the Line of Credit Agreement, is hereby decreased to ZERO PERCENTAGE POINTS (0.000%) as of the date of this Agreement. This may result in an increase in the Daily Periodic Rate, corresponding Annual Percentage Rate and Minimum Payment.

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 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 therein 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 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.

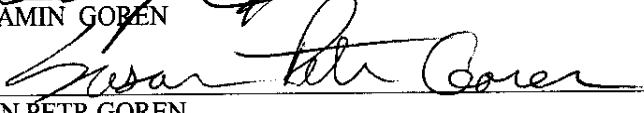
Co-Trustor/Co-Mortgagor/Co-signer Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor/co-signer"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor/co-signer's obligations in connection with the line of credit. The co-trustor/co-mortgagor/co-signer 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/co-signer 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/co-signer'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.


BENJAMIN GOREN -Borrower


SUSAN PETR GOREN -Borrower

Wells Fargo Bank, N.A.

By:  (Seal)

Its: AVF

{ Acknowledgments on Following Pages }

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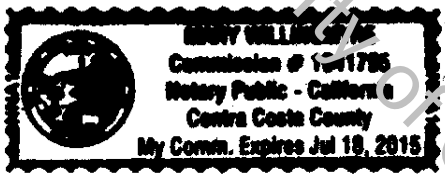
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa }

On 2/10/2012 before me, Mary Willingham, Notary
Date Here Insert Name and Title of the Officer

personally appeared Lulu Johnson
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

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FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

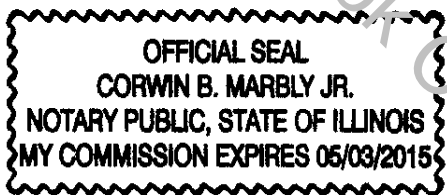
On this 7TH day of FEBRUARY, 2012, before me, a NOTARY PUBLIC in and for said county personally appeared BENJAMIN + SUSAN GOREN, to me personally known, who being by me duly (sworn or affirmed) did say that that person is MEMBER of said association, that (the seal affixed to said instrument is the seal 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 MEMBERS acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Corwin B. Marbly Jr.

Notary Public

State of

My commission expires: MAY 3, 2015



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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 COOK

This instrument was acknowledged before me on 2/7/12 (date) by
BENJAMIN GOREN
SUSAN PETR GOREN (name/s of person/s).

Corwin B. Marple Jr.
(Signature of Notary Public)

(Seal)



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Loan # : 20120056700115

Exhibit A

LEGAL DESCRIPTION

The following described property:

The following described real estate situated in the County of Cook, State of Illinois, to wit:

Lot 44 in Block 1 in George M. Highs Subdivision of the East 1/2 of Block 15 in Sheffield's Addition to Chicago in Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Assessor's Parcel No: 14-32-102-029-000

Property of Cook County Clerk's Office