

Old Republic National Title  
Insurance Company  
20 S Clark Street Ste 2000  
Chicago IL 60603

1238354 1/3

When Recorded Return to:  
GMAC Mortgage, LLC  
3451 Hammond Ave  
Waterloo, IA 50702  
Prepared By: Jodi Verly

Loan Number: 8601948001

NOTE AND MORTGAGE MODIFICATION AGREEMENT

This Agreement, made as **December 28, 2012** by and between Mortgage Electronic Registration System, Inc. ("MERS"), Solely Defined as Nominee for the Lender, GMAC Mortgage, LLC with an office at 1100 Virginia Drive Fort Washington PA 19034 (hereinafter called "LENDER") and **Wade N. Plummer**, (hereinafter called "BORROWER") who resides at **3139 North Clifton Avenue, Chicago, IL 60657**.

RECITALS

A. LENDER is the mortgagee of a mortgage (hereinafter called "SECURITY INSTRUMENT") dated **December 12, 2007** made by the BORROWER to LENDER recorded **December 17, 2007**, as Document Number **0/35141018**, securing the original sum of **\$198,850.00**, and securing a debt evidenced by a Home Equity Line of Credit Agreement and Federal Truth In Lending Disclosure Statement (hereinafter called "NOTE") dated **December 12, 2007** in the amount of **\$198,850.00** 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 **\$162,697.12**

2. The terms and provisions of the NOTE are amended and modified by changing the Credit Limit from **\$198,850.00** to **\$164,000.00** on the first page of the NOTE.

# UNOFFICIAL COPY

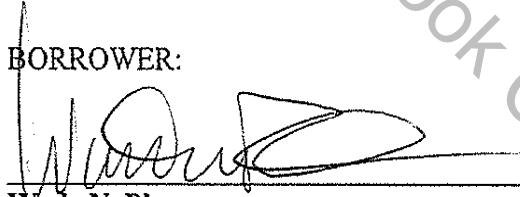
3.Nothing herein invalidates or shall impair or release any covenants, conditions, agreement or stipulation in the NOTE covenants, conditions, agreement or stipulation in the NOTE and SECURITY INSTRUMENT and the same, except as herein modified, shall continue in full force and effect, and the undersigned 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.

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.

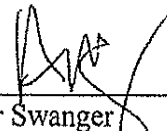
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

BORROWER:

  
\_\_\_\_\_  
Wade N. Plummer

LENDER

Mortgage Electronic Registration System, Inc. ("MERS"), Solely Defined as Nominee for the Lender, GMAC Mortgage, LLC

By:   
\_\_\_\_\_  
Amber Swanger  
Assistant Secretary



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STATE OF Illinois :

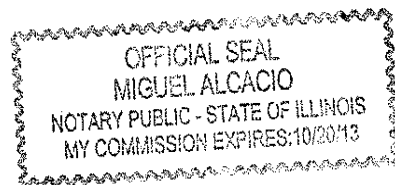
: SS

COUNTY OF Cook :

On this 1/17/2013, before me, Miguel Alcazio  
the undersigned, a Notary Public in and for said County and State, personally appeared **Wade N. Plummer**, 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.

Miguel Alcazio  
Notary Public



STATE OF IOWA :

: SS

COUNTY OF BLACK HAWK :

On this December 28, 2012, before me, Jeff Uden the undersigned, a Notary Public in and for said County and State, personally appeared Amber Swanger, Assistant Secretary, 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.

Jeff Uden  
Notary Public



# UNOFFICIAL COPY

## LEGAL DESCRIPTION

THE NORTH 1/2 OF LOT 92 AND ALL OF LOT 93 IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 3 AND 4 IN THE SUBDIVISION OF BLOCKS 2 AND 3 IN THE CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address commonly known as:  
3139 N. Clifton Avenue  
Chicago, IL 60657

PIN#: 14-29-201-010-0000

Property of Cook County Clerk's Office