

Prepared By:  
Wells Fargo Bank, N.A.  
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Wells Fargo Bank, N.A.  
Attn: Document Mgt.  
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Parcel #: 09-13-219-033-0000

State of Illinois {Space Above This Line For Recording Data}  
Account number: 682-682-1136708-1998 Reference Number: 20130809800067

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

This Modification Agreement (this "Agreement") is made this 16th day of May, 2013, between Wells Fargo Bank, N.A. (the "Lender") and GEORGE J. STRACK AND KATHLEEN FAY, HUSBAND AND WIFE, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY

(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 October 22, 2012, in the original maximum principal amount of \$40,000.00. 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 November 07, 2012 in Book/Roll NA at page(s) NA of the County of COOK County, State of IL as Document/Serial No. 1231212188 (the "Security Instrument"), and covering real property located at 9323 CAMERON LANE, MORTON GROVE, IL 60053 (the "Property") and described as follows:

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THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO WIT: LOT 2 IN GROVEDALE HOMES UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 \$79,000.00 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.

**Change in Margin.** The Lender and the Borrower agree that the Margin on the Line of Credit Advances, as specified in the Line of Credit Agreement, is hereby increased to ONE AND ZERO THOUSANDTH percentage point(s) (1.000%) as of the date of this Agreement. This may result in an increase in the Daily Periodic Rate, corresponding Annual Percentage Rate and Minimum Monthly 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

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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.

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

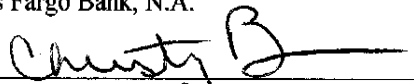
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Borrower KATHLEEN FAY

  
Borrower GEORGE J. STRACK

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Wells Fargo Bank, N.A.

By:  (Seal)

Its:   
VP of Loan Documentation

{ Acknowledgments on Following Pages }

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FOR NOTARIZATION OF LENDER PERSONNEL

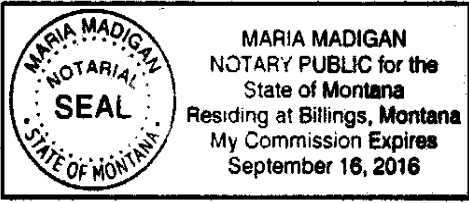
STATE OF Montana )  
COUNTY OF Yellowstone ) ss.

On this 22 day of May, 2013, before me, a Notary Public in and for said county personally appeared Christy Brown, to me personally known, who being by me duly (sworn or affirmed) did say that that person is VP of 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 of Loan Documentation acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Maria Madigan  
Notary Public Maria Madigan

Montana  
State of

My commission expires: 9-16-2016



Cook County Clerk's Office

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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 05/16/2013 (date) by  
Kathleen Fay and George J. Strack  
(name/s of person/s).

[Signature]  
(Signature of Notary Public)

(Seal)

