

# UNOFFICIAL COPY

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Mortgage Services  
2001 Bishops Gate Blvd.  
Mt. Laurel, NJ 08054

Attn: Document Control

Account No. 6006145251



Doc#: 1411113008 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/21/2014 08:55 AM Pg: 1 of 5

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(Space above for Recorder's use only)

## HOME EQUITY LINE OF CREDIT & SECURITY INSTRUMENT

### MODIFICATION AND EXTENSION AGREEMENT

Borrower(s) Name(s):  
OSCAR E. SMITH  
ROSE M. SMITH

Property Address:  
1632 S INDIANA  
CHICAGO, IL 60616

Account Number:  
6006145251

Modification and  
Extension Date:  
03/13/2014

Original Termination  
/Maturity Date:  
08/28/2013

Modified Termination  
/Maturity Date:  
08/28/2016

Unpaid Balance as of  
03/13/2014: [\$64,896.97]

S Y  
P 15  
S N  
M N  
CO Y  
E Y  
INT Y

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This Home Equity Line of Credit & Security Instrument Modification and Extension Agreement (the "Modification") is made and entered into on the above referenced "Modification and Extension Date" by and between, **Wells Fargo Bank, N.A., as Indenture Trustee for Sequoia HELOC Trust 2004-1**, and the Borrower(s) identified above (collectively, the "Borrower").

**Wells Fargo Bank, N.A., as Indenture Trustee for Sequoia HELOC Trust 2004-1** and Borrower are parties to a home equity line of credit agreement (including any riders and previous amendments, the "Agreement") that establishes the account identified above (the "Account") from which Borrower is permitted to obtain credit advances on a revolving basis from **Wells Fargo Bank, N.A., as Indenture Trustee for Sequoia HELOC Trust 2004-1**. The Agreement is secured by that certain [Deed of Trust / Mortgage / Security Deed] [(With Future Advance Clause)] (including any riders and previous amendments, the "Security Instrument") dated **July 17, 2003** and recorded on **September 12, 2003** as **DOC#: 0325503121**, and whereas said **MORTGAGE** was assigned to **Wells Fargo Bank, N.A., as Indenture Trustee for Sequoia HELOC Trust 2004-1** by assignment dated **03/10/2014** which is to be recorded in the Official Records of **Cook County, IL**. The Security Instrument encumbers Borrower's property described in the Security Instrument (the "Property"), commonly known as the Property Address stated above, and more particularly described on Exhibit A attached to this Modification, which Exhibit A is incorporated into this Modification by this reference.

For good and valuable consideration, the receipt of which is hereby acknowledged, **Wells Fargo Bank, N.A., as Indenture Trustee for Sequoia HELOC Trust 2004-1** and Borrower agree as follows:

**1. Status of Account and Modification of the Agreement and Security Instrument to provide for New Termination Date.** The Agreement and Security Instrument provide that Borrower is required to pay the entire outstanding balance on the Account plus all finance charges and other charges due on the Account on the above referenced Original Termination/Maturity Date. Borrower and **Wells Fargo Bank, N.A., as Indenture Trustee for Sequoia HELOC Trust 2004-1**, do hereby agree to modify the Agreement and Security Instrument to extend the Original Termination/Maturity Date to the above referenced New Termination/Maturity Date.

**2. No Change in Index or Margin.** The Agreement provides for a variable Annual Percentage Rate that is determined by adding a specified number of percentage points (defined in this Modification as the "Margin") to the Account Prime Rate / Prime rate (defined in this Modification as the "Index"). This Modification does not change the Index or Margin, if applicable. Changes in the interest rate will continue to be calculated as provided in the Agreement.

**3. Termination of the Right to Obtain Credit Advances; Return of Credit Card(s).** **Wells Fargo Bank, N.A., as Indenture Trustee for Sequoia HELOC Trust 2004-1** and Borrower agree that the Agreement and Security Instrument are modified, amended and supplemented by deleting any provisions that would allow Borrower to obtain additional credit advances from the Account, whether by writing checks, using a credit card, or otherwise. Borrower agrees not to request any credit advance after the Date of this Modification and agrees to destroy all Account access devices such as checks or credit cards issues on the Account.

**4. Effect of this Modification.** This Modification modifies amends and supplements the Agreement and the Security Instrument. In the event of any inconsistency between the provisions of this Modification and the provisions of the Agreement or the Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or the Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and the Security Instrument shall remain in full force and effect and are ratified by Borrower.

**5. Costs and Expenses of this Modification.** Borrower agrees to pay for all costs and expenses incurred in connection with this Modification, including any recording fees, any title examination fees and any attorney fees and that such costs and expenses are to be secured by the Security Instrument, unless otherwise stipulated or prohibited by applicable law.

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**6. Other Liens.** Borrower represents and warrants that, except for the lien that is the subject of Modification, the Property is not subject to any liens, encumbrances, charges or security interests other than the lien of the Security Instrument and the lien, if any, of any mortgage, deed of trust or security deed that was prior to the lien of the Security Instrument at the time the Security Instrument was recorded. Borrower further represents and warrants that no person or entity, other than the Borrower, has any interest in the Property. The representations and warranties contained in this Section 6 shall survive any termination of the Agreement.

**7. Definition of Terms.** Except as otherwise provided in this Modification, the terms used in this Modification shall have the same meanings as the same or substantially equivalent terms used in the Agreement and the Security Instrument, whether or not the terms used in this Modification are capitalized.

By signing below, **Wells Fargo Bank, N.A., as Indenture Trustee for Sequoia HELOC Trust 2004-1** and each Borrower accepts and agrees to the terms of this Modification.

Borrower(s):



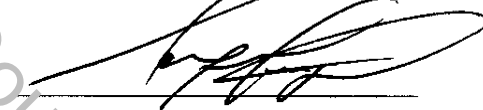
**OSCAR E. SMITH**



**ROSE M. SMITH**

**Wells Fargo Bank, N.A., as Indenture Trustee for Sequoia HELOC Trust 2004-1,**

By: PHH Mortgage Corporation as attorney in fact for Morgan Stanley Mortgage Capital Holdings, LLC.



Name: **Sergio Gargurevich**

Title: **Vice President**

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STATE OF NEW JERSEY ) SS:  
COUNTY OF BURLINGTON )

On \_\_\_\_\_, before me the undersigned personally appeared Sergio Gargurevich known to me to be Vice President or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Nicole Streater  
Notary Public, State of New Jersey



My Commission Expires: (This area for official notary seal)

STATE OF Tennessee ) SS:  
COUNTY OF Shelby )

On 25th of March, 2014, before me, Christina C. Vaughn, personally appeared, OSCAR E. SMITH AND ROSE M. SMITH, 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 are 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: Christina C. Vaughn  
Name: Christina C. Vaughn  
Notary Public, State of Tennessee  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

My Commission Expires September 21, 2015

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EXHIBIT A

UNIT NO. 502 AND GU-7 IN BICYCLE STATION LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; PART OF CROSBY'S SUBDIVISION OF THE NORTH 200 FEET OF THAT PART SOUTH OF 16TH STREET OF BLOCK 2 OF CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, PART OF CLARKE'S ADDITION TO CHICAGO SUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Tax ID: 17-22-302-046-1028 17-22-302-046-1060

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