

UNOFFICIAL COPY

Doc#: 1520849010 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/27/2015 11:37 AM Pg: 1 of 6

Prepared By:
Wells Fargo Bank, N.A.
KRISTY MARIE BELL
WELLS FARGO BANK, N.A.
7711 PLANTATION RD
ROANOKE, VA 24019
1-866-537-8489

After Recording please return to:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
MAC B6955-012
Billings, MT 59107-0100

**AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.
P.O. BOX 641010
OMAHA, NE 68164-1010**

ATI# 201506230172

Parcel #: 02-18-313-003-0000

State of Illinois _____ {Space Above This Line For Recording Data} _____
Account number: XXX-XXX-XXX-646-1998 Reference Number: 20151670300057

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

This Modification Agreement (this "Agreement") is made this 6th day of July, 2015, between Wells Fargo Bank, N.A. (the "Lender") and ROBERT RICCETTI AND JANET RICCETTI, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT 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 August 25, 2014, in the original maximum principal amount of \$50,000.00. 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 September 09, 2014 in Book/Roll N/A at page(s) N/A of the County of COOK County, State of IL as Document/Serial No. 1425257098 (the "Security Instrument"), and covering real property located at 5193 BARCROFT CT, HOFFMAN ESTATES, IL 60010 (the "Property") and described as follows:

UNOFFICIAL COPY

THE FOLLOWING DESCRIBED REAL ESTATE IN COOK COUNTY, ILLINOIS: LOT 8 IN BLOCK 1 IN HIGHLAND WOODS UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10 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 \$100,000.00 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.

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 Statement of Fees, Charges, and Disbursements Addendum 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

UNOFFICIAL COPY

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 Statement of Fees, Charges, and Disbursements Addendum 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.

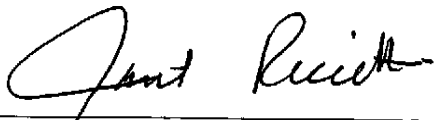
Co-Truster/Co-Mortgagor/Co-signer Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-truster/co-mortgagor/co-signer"), this Agreement does not modify, change or terminate the nature of the co-truster/co-mortgagor/co-signer's obligations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

UNOFFICIAL COPY



Borrower ROBERT RICCETTI



Borrower JANET RICCETTI

Property of Cook County Clerk's Office

Wells Fargo Bank, N.A.

By: Lisa Rittenhouse (Seal)

Its: Lisa Rittenhouse

VICE PRESIDENT LOAN DOCUMENTATION

{ Acknowledgments on Following Pages }

UNOFFICIAL COPY

FOR NOTARIZATION OF LENDER PERSONNEL

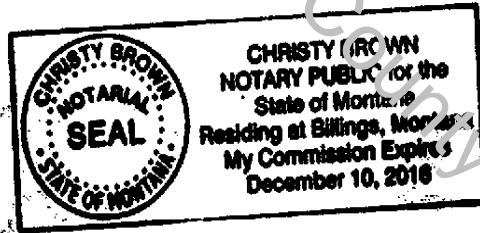
STATE OF Montana)
) ss.
COUNTY OF Yellowstone)

On this 14th day of July, 2015 before me, a Notary Public in and for said county personally appeared Lisa Rittenhouse, to me personally known, who being by me duly (sworn or affirmed) did say that that person is VICE PRESIDENT 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 VICE PRESIDENT LOAN DOCUMENTATION acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Christy Brown
Notary Public Christy Brown

Montana
State of

My commission expires: 12/10/2016



UNOFFICIAL COPY

FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

Illinois Notary Public Act

State of Illinois
County of Lake

This instrument was acknowledged before me on 7/6/15 (date) by

ROBERT RICCETTI

JANET RICCETTI

(name/s of person/s).

Sylvana Vanessa Halperin
(Signature of Notary Public)

(Seal)



Loan Originator's Name: Anne Elizabeth Briggs
NMLSR ID: 760583

