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Doc#: 1935816061 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/24/2019 11:45 AM Pg: 1 of 6

Prepared By:
Wells Fargo Bank, N.A.
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Attn: Document Mgt.
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Parcel #: 16-30-112-057-0000

State of Illinois (Space Above This Line For Recording Data)
Account number: XXX-XXX-XXX1917-1998 Reference Number: 20192730003559

4523677-04

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

This Modification Agreement (this "Agreement") is made this 14th day of November, 2019, between Wells Fargo Bank, N.A. (the "Lender") and JOSEPH L. CHIERO, III AND DOROTHY H. CHIERO, AS HUSBAND AND WIFE

(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 17, 2019, 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 July 09, 2019 in Book/Roll NA at page(s) NA of the County of *Cook County, State of IL as Document/Serial No. 1919049021 (the "Security Instrument"), and covering real property located at 2436 OAK PARK AVE, BERWYN, IL 60402 (the "Property") and described as follows:

*COOK

Return to: Dawn Totlak/AEG
5455 Detroit Rd, STE B
Sheffield Village, OH 44054
440-716-1820

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THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO-WIT: THE SOUTH 14 FEET OF LOT 15 AND LOT 16 (EXCEPT THE SOUTH 8 FEET THEREOF) IN BLOCK 1 OF GALLAGHER AND MESSMERS RESUBDIVISION OF BLOCKS 1 AND 4 IN THE SUBDIVISION OF LOTS 4 AND 5, IN PARTITION OF THE WEST 51.49 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 41 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THIS BEING THE SAME PROPERTY CONVEYED TO JOSEPH L. CHIERO, III AND DOROTHY H. CHIERO, AS HUSBAND AND WIFE, BY DEED FROM JOSEPH L. CHIERO, III AND DOROTHY H. CHIERO, HUSBAND AND WIFE, AND ROSEMARY C. PANZICA, ALL AS JOINT TENANTS, DATED 01/09/1998 AND RECORDED ON 09/03/1999 IN INSTRUMENT NO. 99842993, IN THE COOK COUNTY RECORDERS OFFICE, PARCEL NO. 16-30-112-057-0000

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 \$70,000.00 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

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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 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-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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Dorothy H Chiero
Borrower DOROTHY H. CHIERO

Joseph L Chiero III
Borrower JOSEPH L. CHIERO, III

Property of Cook County Clerk's Office

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Toni Smith
NMLSR ID: 1032921

Wells Fargo Bank, N.A.

By: David B Johnson 12-3-2019 (Seal)

Its: **David B. Johnson**
Vice President Loan Documentation

{ Acknowledgments on Following Pages }

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FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a _____ in
and for said county personally appeared **David B Johnson**, to me personally known, who
being by me duly (sworn or affirmed) did say that that person is _____
_____ 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 _____
_____ acknowledged the execution of said instrument to be the
voluntary act and deed of said association by it voluntarily executed.

Notary Public

State of

My commission expires: _____

State of Minnesota
County of Dakota

This instrument was acknowledged before me on 12/3/2019
by David B Johnson as
Vice President Loan Documentation of Wells Fargo Bank, N.A.

Elizabeth Brit Peterson
Elizabeth Brit Peterson
Notary Public
My Commission Expires: 01/31/2023



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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 11/14/2019 (date) by

DOROTHY H. CHIERO

JOSEPH L. CHIERO, II

(name/s of person/s).

Marty J Campbell Jr
(Signature of Notary Public)

(Seal)

