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Doc#: 0436413100
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 12/29/2004 01:07 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:

JPMorgan Chase Bank, N.A.
Retail Loan Servicing
KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



2708338+5 00414511236310
CROUCH, JEFFREY
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

CHRISTINA HRDI, PROCESSOR
175 E. WISCONSIN AVE
MILWAUKEE, WI 53202

414511236310

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 1, 2004, is made and executed between JEFFREY CURTIS CROUCH, whose address is 3534 N LAKE SHORE DR APT 8C, CHICAGO, IL 60657 (referred to below as "Borrower"), JEFFREY CURTIS CROUCH, whose address is 3534 N LAKE SHORE DR APT 8C, CHICAGO, IL 60657; A SINGLE PERSON (referred to below as "Grantor"), and JPMORGAN CHASE BANK NA FKA BANK ONE (referred to below as "Lender").

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **October 4, 2001**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **October 4, 2001** and recorded on **November 6, 2001** in **DOC 0011039967** in the office of the County Clerk of **COOK, Illinois** (the "Mortgage").

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

TX ID: 14-21-112-012-1095

ALL THAT CERTAIN PARCEL OF LAND LYING AND BEING SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO-WIT: UNIT NUMBER 8C IN THE 3520 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

Handwritten initials and signature: *SY*, *plp*, *SN*, *my*, *J.M.*

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PART OF BLOCK 2 IN BAIRD AND WARNER'S SUBDIVISION OF BLOCK 12 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND 33 TO 37, INCLUSIVE, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A VACATED ALLEY IN SAID BLOCK AND A TRACT OF LAND LYING EASTERLY OF AND ADJOINING SAID BLOCK 12 AND WESTERLY LINE OF NORTH LAKE SHORE DRIVE, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25200625 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. BEING THAT PARCEL OF LAND CONVEYED TO JEFFREY CURTIS CROUCH FROM CONRAD WINKE, A SINGLE MAN HAVING NEVER BEEN MARRIED BY THAT DEED DATED 12/18/1997 AND RECORDED 01/27/1998 IN DEED DOC NO. 98068381 OF THE COOK COUNTY, ILLINOIS PUBLIC REGISTRY.

The Real Property or its address is commonly known as 3534 N LAKE SHORE DR APT 8C, CHICAGO, IL 60657. The Real Property tax identification number is 14-21-112-012-1095.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$333,700.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$333,700.00** at any one time.

As of **December 1, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0%**.

CONTINUING VALIDITY. Except as expressly modified above the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION FEE. Borrower agrees to pay Lender a Modification Fee of \$75. This fee will be billed to the Borrower's account, will be reflected on Borrower's next periodic statement after the date of this Modification Agreement and will be due as part of the next monthly payment. If Borrower has signed up for ACH automatic payment deduction, this fee will be included in the next scheduled ACH transaction after the date of this Modification Agreement.

IDENTITY OF LENDER. The original Equity Line Agreement was entered into by and between Borrower and one of the following lenders: Bank One, N.A. or JPMorgan Chase Bank, N.A. On November 13, 2004, Bank One, N.A. merged into JPMorgan Chase Bank, N.A., and all equity line agreements held by Bank One, N.A. were assigned to JPMorgan Chase Bank, N.A. As a result, this Modification Agreement is now being entered into between Borrower and JPMorgan Chase Bank, N.A., either (A) because JPMorgan Chase Bank, N.A. was the original lender, or (B) because JPMorgan Chase Bank, N.A. has acquired Borrower's Equity Line Agreement from Bank One, N.A.

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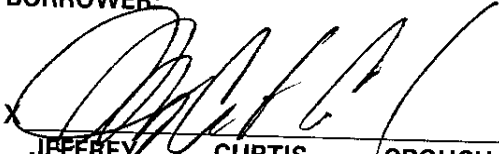
MODIFICATION AGREEMENT (Continued)

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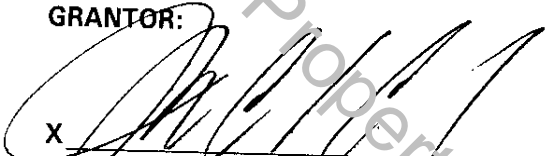
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BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED DECEMBER 1, 2004.

BORROWER:

X 
JEFFREY CURTIS CROUCH,
Individually

GRANTOR:

X 
JEFFREY CURTIS CROUCH,
Individually

LENDER:

X 
Authorized Signer

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MODIFICATION AGREEMENT

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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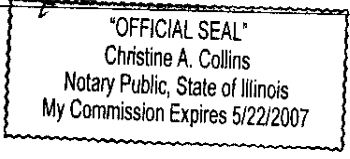
On this day before me, the undersigned Notary Public, personally appeared **JEFFREY CURTIS CROUCH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of December, 2004.

By Christine A. Collins Residing at Ill.

Notary Public in and for the State of Ill

My commission expires 5/22/07



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
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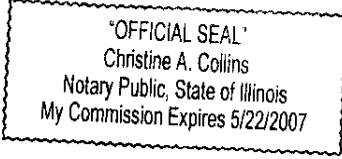
On this day before me, the undersigned Notary Public, personally appeared **JEFFREY CURTIS CROUCH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of December, 2004.

By Christine A Collins Residing at IL

Notary Public in and for the State of IL

My commission expires 5/22/07



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LENDER ACKNOWLEDGMENT

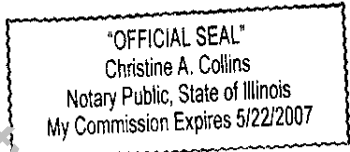
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 1st day of DECEMBER, 2004 before me, the undersigned Notary Public, personally appeared Sonia Escobar and known to me to be the _____ authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By Christine A Collins Residing at IL

Notary Public in and for the State of IL

My commission expires 5/22/07



NOTARY PUBLIC OF COOK COUNTY CLERK'S OFFICE