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



Doc#: 0501203014
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 01/12/2005 09:49 AM Pg: 1 of 8



3618554+3 00414511509210
DZIEKONSKI, REMIGIUSZ
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

HOLLY GRAY, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511509210

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 24, 2004, is made and executed between BOZENA DZIEKONSKA and REMIGIUSZ DZIEKONSKI, whose addresses are 7723 CASHEW DR, ORLAND PARK, IL 60462 and 7723 CASHEW DR, ORLAND PARK, IL 60462 (referred to below as "Borrower"), BOZENA DZIEKONSKA, whose address is 7723 CASHEW DR, ORLAND PARK, IL 60462 and REMIGIUSZ DZIEKONSKI, whose address is 7723 CASHEW DR, ORLAND PARK, IL 60462; WIFE AND HUSBAND AS TENANTS BY THE ENTIRETY (referred to below as "Grantor"), and JPMORGAN CHASE BANK N.A 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 **March 30, 2004**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 30, 2004** and recorded on **April 16, 2004** in **DOC 0410717009** 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:

Tax ID : 27-13-303-026-0000

LOT 26 IN SILVER LAKE GARDENS UNIT NUMBER 4, A SUBDIVISION OF PART OF THE NORTH

yes yes yes

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

(Continued)

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Loan No: 414511509210.

HALF OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7723 CASHEW DR, ORLAND PARK, IL 60462. The Real Property tax identification number is 27-13-303-026-0000.

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 **\$57,800.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$57,800.00** at any one time.

As of ~~December~~ **24, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.66%**.

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.

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 24, 2004.

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MODIFICATION AGREEMENT

(Continued)

Loan No: 414511509210.

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BORROWER:

Bożena Dziekonska
BOZENA DZIEKONSKA, Individually

Remigiusz Dziekonski
REMIGIUSZ DZIEKONSKI, Individually

GRANTOR:

Bożena Dziekonska
BOZENA DZIEKONSKA, Individually

Remigiusz Dziekonski
REMIGIUSZ DZIEKONSKI, Individually

LENDER:

Monica J. Ward Monica J. Ward
Authorized Signer

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MODIFICATION AGREEMENT

(Continued)

Loan No: 414511509210.

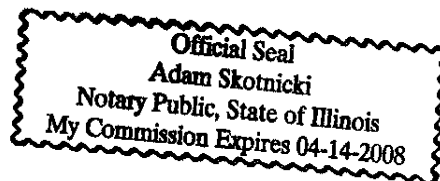
Page 4

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **BOZENA DZIEKONSKA**, 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 24th day of December, 2004.

By Adam Skotnicki Residing at Burbank

Notary Public in and for the State of Illinois

My commission expires 04-14-2008

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MODIFICATION AGREEMENT

(Continued)

Loan No: 414511509210

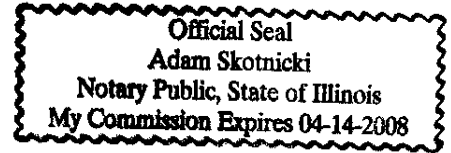
Page 5

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **REMIGIUSZ DZIEKONSKI**, 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 24th day of December, 2007.

By Adam Skotnicki Residing at Burbank

Notary Public in and for the State of Illinois

My commission expires 04-14-2008

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MODIFICATION AGREEMENT

(Continued)

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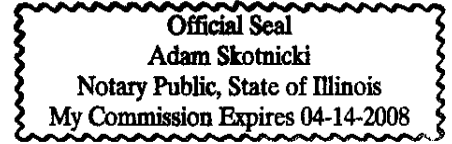
Page 6

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **BOZENA DZIEKONSKA**, 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 24th day of December, 2007.

By Adam Skotnicki Residing at Burbank

Notary Public in and for the State of Illinois

My commission expires 04-14-2008

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MODIFICATION AGREEMENT

(Continued)

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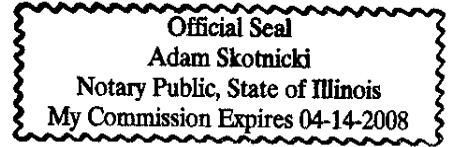
Page 7

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **REMIGIUSZ DZIEKONSKI**, 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 24th day of December, 2007.

By Adam Skotnicki Residing at Burbank

Notary Public in and for the State of Illinois

My commission expires 04-14-2008

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MODIFICATION AGREEMENT

(Continued)

Loan No: 414511509210.

LENDER ACKNOWLEDGMENT

STATE OF Id)

COUNTY OF Will) SS)

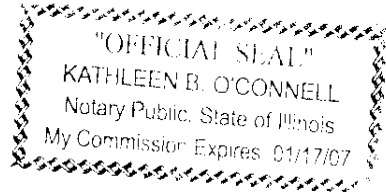
On this 24th day of December, 2004 before me, the undersigned Notary Public, personally appeared Monica J Ward ~~she~~ known to me to be the authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 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 Kathleen B. O'Connell

Residing at Frankfort, Id

Notary Public in and for the State of Id

My commission expires 1/17/07



Property of Cook County Clerk's Office