

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 01/12/2005 03:33 PM Pg: 1 of 5

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



FOR RECORDER'S USE ONLY

3500562+4  
TODD, PATRICIA  
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

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

414511471335

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 15, 2004, is made and executed between PATRICIA TODD, whose address is 3757 S HERMITAGE AVE, CHICAGO, IL 60609-2004 (referred to below as "Borrower"), PATRICIA TODD, whose address is 3757 S HERMITAGE AVE, CHICAGO, IL 60609-2004; 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 **November 28, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **November 28, 2003** and recorded on **February 3, 2004** in **DOC#0403417039** 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: 17 31 421 024 0000

LOT 27 IN SUB BLOCK 1 OF BLOCK 30 IN THE CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF COOK AND STATE OF

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(Continued)

ILLINOIS.

The Real Property or its address is commonly known as 3757 S HERMITAGE AVE, CHICAGO, IL 60609-2004. The Real Property tax identification number is 17 31 421 024 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 **\$70,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$70,000.00** at any one time.

As of **December 15, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.

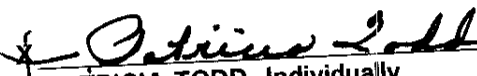
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 15, 2004.**

BORROWER:

  
 PATRICIA TODD, Individually

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## MODIFICATION AGREEMENT

Loan No: 414511471335

(Continued)

GRANTOR:

X Patricia Todd  
PATRICIA TODD, Individually

LENDER:

X Sullivan  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )



On this day before me, the undersigned Notary Public, personally appeared **PATRICIA TODD**, 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 15 day of December, 20 04.

By K. Fridman Residing at Bank One

Notary Public in and for the State of Illinois

My commission expires 5-11-08

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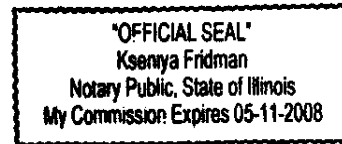
## MODIFICATION AGREEMENT

Loan No: 414511471335

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
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On this day before me, the undersigned Notary Public, personally appeared **PATRICIA TODD**, 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 15 day of December, 2004.

By K. Fridman Residing at Bank One

Notary Public in and for the State of Illinois

My commission expires 5-11-2008

Property of Cook County Clerk's Office

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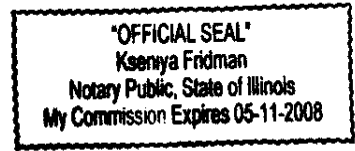
## MODIFICATION AGREEMENT

Loan No: 414511471335

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )



On this 15 day of December, 2007 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ 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 K. Fridman Residing at Bank One  
 Notary Public in and for the State of Illinois  
 My commission expires 5-11-2008

Property of Cook County Clerk's Office