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Doc#: 0501906112

Eugene "Gene" Moore Fee: \$38.50 Cook County Recorder of Deeds Date: 01/19/2005 10:31 AM Pg: 1 of 8

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

Lexington, KY 40576-1606



3098975+4

00414511349793

FOR RECORDER'S USE ONLY

SLOVIS, MICHAEL MODIFICATION AGREEMENT

This Modification Agreement prepares by:

MALISIA MAREK, PROCESSOR 111 E WISCONSIN AVENUE MICWAUKEE, WI 53202

414511349793

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 27, 2004 is made and executed between MICHAEL R SLOVIS and KELLIE A SLOVIS, whose addresses are 2516 MAPLE AVE, NORTHBROOK, IL 60062 and 2516 MAPLE AVE, NORTHBROOK, IL 60062 (referred to below as 'Borrower'), MICHAEL R SLOVIS, whose address is 2516 MAPLE AVE, NORTHBROOK, IL 60062 and KELLIF A SLOVIS, whose address is 2516 MAPLE AVE, NORTHBROOK, IL 60062; HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY (referred to below as "G antor"), 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 31, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated October 31, 2002 and recorded on November 21, 2002 in DOC #0021292445 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 : 04-09-303-040-0000



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MODIFICATION AGREEMENT

Loan No: 414511349793

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LOT 2 IN CLARENCE BLIETZ SUBDIVISION, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THERREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 8, 1964 AS DOCUMENT LR2159338 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2516 MAPLE AVE, NORTHBROOK, IL 60062. The Real Property tax identification number is 04-09-303-040-0000.

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 \$250,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$250,000.00 at any one time.

As of **December 21**, 2004 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be -0.76%.

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, pased on the representation to Lender that the non-signing person consents to the changes and provisio is of this Modification or otherwise will not be released by it. This waiver applies not only to any initial excession 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 27, 2004.

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MODIFICATION AGREEMENT

Loan No: 414511349793

(Continued)

BORROWER:
X Muhill Sles MICHAEL R SLOVIS, Individually
X KELLIE A SLOVIS Individually
GRANTOR:
X Muchael R SLOVIS, Individually
X X LUL A SLOVIS, Individually
LENDER:
Carolyn Klug Carolyn Klug, JP Morgan Chase NA Authorized Signer
Authorized Signer

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MODIFICATION AGREEMENT

Page 4 (Continued) Loan No: 414511349793 INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL } FAIZA Y THARA NOTARY PUBLIC - STATE OF ILLINOIS) SS COUNTY OF On this day before me, the undersigned Notary Public, personally appeared MICHAEL R SLOVIS, 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 Residing at Cook Court Notary Public in and for the State of My commission expires

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MODIFICATION AGREEMENT

Page 5 (Continued) Loan No: 414511349793 INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL) FAIZA Y THARA NOTARY PUBLIC - STATE OF ILLINOIS COUNTY OF _ COOK) SS MY COMMISSION EXPIRES 04/21/08) On this day before me, the undersigned Notary Public, personally appeared KELLIE A SLOVIS, 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 Notary Public in and for the State of Clort's Office My commission expires

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MODIFICATION AGREEMENT

Page 6 (Continued) Loan No: 414511349793 INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL) FAIZA Y THARA NOTARY PUBLIC - STATE OF ILLINGIS) SS MY COMMISSION EXPIRES 04/21/08 COUNTY OF COL) On this day before me, the undersigned Notary Public, personally appeared MICHAEL R SLOVIS, 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 Residing at Look Count Notary Public in and for the State of My commission expires C/OPTS OFFICE

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MODIFICATION AGREEMENT

Page 7 (Continued) Loan No: 414511349793 INDIVIDUAL ACKNOWLEDGMENT STATE OF CELLINOUS OFFICIAL SEAL) FAIZA Y THARA NOTARY PUBLIC - STATE OF ILLINOIS SS COUNTY OF COOK MY COMMISSION EXPIRES:04/21/08 On this day before me, the undersigned Notary Public, personally appeared KELLIE A SLOVIS, 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 C Residing at _COOK COUK Notary Public in and for the State of My commission expires

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MODIFICATION AGREEMENT

Page 8 (Continued) Loan No: 414511349793 LENDER ACKNOWLEDGMENT OFFICIAL SEAL) FAIZA Y THARA NOTARY PUBLIC - STATE OF ILLINOIS) SS MY COMMISSION EXPIRES:04/21/08 before me, the undersigned Notary and known to me to be the TP Public, personally appeared (avol Morgan Chese Misuthorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instruction 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. Cook Count Residing at Notary Public in and for the State of My commission expires