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Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 01/19/2005 11:10 AM 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



3574275+3 00414511492163
MARMOR, TODD
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

DAVID T. HORSCHAK, PROCESSOR
111 E WISCONSIN AVE
MILWAUKEE, WI 53202

414511492163

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 20, 2004, is made and executed between TODD MARMOR, whose address is 1333 N HALSTED ST APT 1S, CHICAGO, IL 60622 (referred to below as "Borrower"), TODD MARMOR, UNMARRIED, whose address is 1333 N HALSTED ST APT 1S, CHICAGO, IL 60622 (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 February 13, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 13, 2004 and recorded on March 17, 2004 in DOC # 0407713046 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 : 17-04-113-100-1133

UNIT 1333-1S NORTH TOWN VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF A PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND; LOTS 2, 4 THROUGH 25, 27 THROUGH 30, AND 33 THROUGH 38 IN NORTH TOWN VILLAGE, BEING A SUBDIVISION OF

yes
yes
yes
CR

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511492163

(Continued)

PART OF VARIOUS LOTS, BLOCKS, STREETS, AND ALLEYS IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NO. 0010906035, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

The Real Property or its address is commonly known as 1333 N HALSTED ST APT 1S, CHICAGO, IL 60622. The Real Property tax identification number is 17-04-113-100-1133.

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 **\$37,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$37,000.00** at any one time.

As of **December 20, 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 20, 2004.

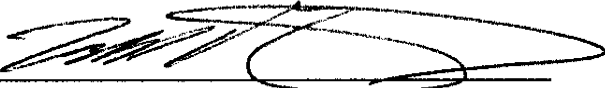
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MODIFICATION AGREEMENT

Loan No: 414511492163

(Continued)

BORROWER:

X 
TODD MARMOR, Individually

GRANTOR:

X 
TODD MARMOR, Individually

LENDER:

X  Carolyn Klug JP Morgan Chase NA
Authorized Signer

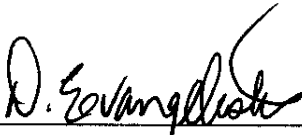
INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **TODD MARMOR**, 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.

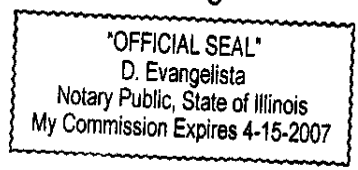
Given under my hand and official seal this 20 day of DEC, 2004.

By 

Residing at CHICAGO

Notary Public in and for the State of IL

My commission expires 15-APRIL-07



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MODIFICATION AGREEMENT

Loan No: 414511492163

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
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 COUNTY OF COOK)

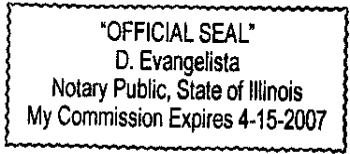
On this day before me, the undersigned Notary Public, personally appeared **TODD MARMOR**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 20 day of DEC, 2004.

By D. Evangelista Residing at CHICAGO

Notary Public in and for the State of IL

My commission expires 15. APRIL. 07



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511492163

(Continued)

LENDER ACKNOWLEDGMENT

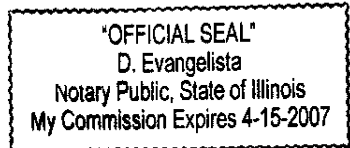
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 20 day of DEC, 2007 before me, the undersigned Notary Public, personally appeared Carolyn Klug and known to me to be the JP Morgan Chase NA, 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 D. Evangelista Residing at CHICAGO

Notary Public in and for the State of IL

My commission expires 15 APRIL 2007



Notary Public of Cook County Clerk's Office