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Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 02/09/2005 09:48 AM Pg: 1 of 7

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



3543318+5 00414511473325
MOSER, SAMUEL
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

REBECCA SALABERT-JAGIELLO, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511473325

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 26, 2005, is made and executed between SAMUEL J MOSER and DENISE M MOSER, whose addresses are 506 W HAVEN DR, ARLINGTON HEIGHTS, IL 60005 and 506 W HAVEN DR, ARLINGTON HEIGHTS, IL 60005 (referred to below as "Borrower"), SAMUEL J MOSER, whose address is 506 W HAVEN DR, ARLINGTON HEIGHTS, IL 60005 and DENISE M MOSER, whose address is 506 W HAVEN DR, ARLINGTON HEIGHTS, IL 60005; HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY (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 **December 12, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **December 12, 2003** and recorded on **February 26, 2004** in **DOC #0405717200** 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 : 08-09-415-016-0000

LOT 134 IN REALCOA SUBDIVISION IN ARLINGTON HEIGHTS FIRST ADDITION, BEING A

45
7005
my

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511473325

(Continued)

SUBDIVISION IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 506 W HAVEN DR, ARLINGTON HEIGHTS, IL 60005. The Real Property tax identification number is 08-09-415-016-0000.

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 **\$320,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$320,000.00** at any one time.

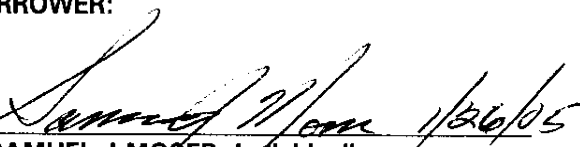
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 JANUARY 26, 2005.

BORROWER:

X  1/26/05
SAMUEL J MOSER, Individually

X 
DENISE M MOSER, Individually

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MODIFICATION AGREEMENT

Loan No: 414511473325

(Continued)

GRANTOR:

X *Samuel Moser 1/26/05*
SAMUEL J MOSER, Individually

X *Denise Moser*
DENISE M MOSER, Individually

LENDER:

X *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

)
) SS

COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared **SAMUEL J MOSER**, 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.

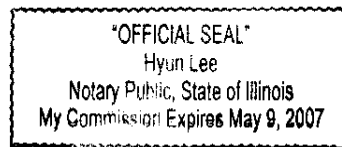
Given under my hand and official seal this 26 day of January, 20 05.

By *[Signature]*

Residing at 43 E Cook Rd Arlington Heights IL 60005

Notary Public in and for the State of IL

My commission expires 05/09/07



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MODIFICATION AGREEMENT

Loan No: 414511473325

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF Cook)

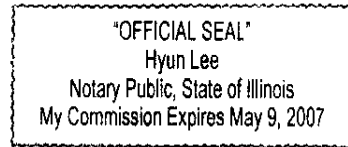
On this day before me, the undersigned Notary Public, personally appeared **DENISE M MOSER**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 26 day of January, 2005.

By [Signature] Residing at 43 E 60th Rd Arlington Heights IL 60005

Notary Public in and for the State of IL

My commission expires 05/09/07



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511473325

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

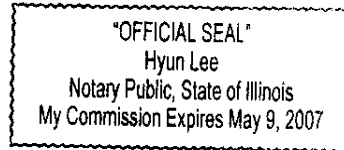
On this day before me, the undersigned Notary Public, personally appeared **SAMUEL J MOSER**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 26 day of January, 2005.

By [Signature] Residing at 93 E 6th Rd Arlington Hs IL 60005

Notary Public in and for the State of IL

My commission expires 05/09/07



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511473325

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **DENISE M MOSER**, 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 26 day of January, 2005.

By  Residing at 43 E 60th Rd Arlington Heights IL 60004

Notary Public in and for the State of IL

My commission expires 05/09/07



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511473325

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 26 day of January, 2005 before me, the undersigned Notary Public, personally appeared Vince Bertelome 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 [Signature] Residing at 43 E Golf Rd Arlington Hs IL 60004
 Notary Public in and for the State of IL
 My commission expires 05/09/07



PROPERTY OF COOK COUNTY CLERK'S OFFICE