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Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 02/28/2005 11:19 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



3558945+3 00412530043566
BOMMARITO, ANTHONY
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

TASHA INGOLD, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

412530043566

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated February 1, 2005, is made and executed between ANTHONY BOMMARITO and KRISTA L BOMMARITO, whose addresses are 1270 S MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005 and 1270 S MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005 (referred to below as "Borrower"), ANTHONY BOMMARITO, whose address is 1270 S MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005 and KRISTA L BOMMARITO, whose address is 1270 S MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005; HUSBAND AND WIFE, NOT AS JOINT TENANTS, OR TENANTS IN COMMON, BUT 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 **January 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 **January 30, 2004** and recorded on **February 20, 2004** in **DOC #0405115042** 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: 08-09-217-021-0000

Handwritten initials/signature

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

(Continued)

Loan No: 412530043566

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LOT 9 IN BLOCK 6 IN ARLINGTON HEIGHTS GARDEN HOMESITES IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1270 S MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005. The Real Property tax identification number is 08-09-217-021-0000.

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 **\$79,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$79,000.00** at any one time.

As of **February 1, 2005** 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 FEBRUARY 1, 2005.

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MODIFICATION AGREEMENT (Continued)

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BORROWER:

x *Anthony Bommarito*
ANTHONY BOMMARITO, Individually

x *Krista L Bommarito*
KRISTA L BOMMARITO, Individually

GRANTOR:

x *Anthony Bommarito*
ANTHONY BOMMARITO, Individually

x *Krista L Bommarito*
KRISTA L BOMMARITO, Individually

LENDER:

x *Raquel Williams*
Authorized Signer

RAQUEL WILLIAMS
COLLATERAL SPECIALIST

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

Loan No: 412530043566

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **ANTHONY BOMMARITO**, 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 1st day of February, 2005.

By [Signature] Residing at 43 E. Golf Rd
 Notary Public in and for the State of Illinois Arlington Hts, IL
 My commission expires 4-22-05 60005

Property of [Signature]
 County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

Loan No: 412530043566

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared **KRISTA L BOMMARITO**, 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 1st day of February, 2005.

By [Signature] Residing at 43 E. Golf Rd.

Notary Public in and for the State of Illinois Arlington Hts, IL 60005

My commission expires 4-22-08

County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

Loan No: 412530043566

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **ANTHONY BOMMARITO**, 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 1st day of February, 2005.

By [Signature] Residing at 43 E. Goff Rd.
 Notary Public in and for the State of Illinois Arlington Hts, IL 60005
 My commission expires 4-22-06

Property of [Signature]
 County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

Loan No: 412530043566

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **KRISTA L BOMMARITO**, 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 1st day of February, 2005.

By [Signature] Residing at 43 E. Golf Rd.
 Notary Public in and for the State of Illinois Arlington Hts, IL 60005
 My commission expires 4-22-06

Property of [Signature]
Cook County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

Loan No: 412530043566

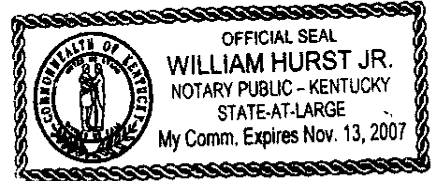
LENDER ACKNOWLEDGMENT

STATE OF Kentucky)
)
 COUNTY OF Fayette) SS
)

On this 9th day of February, 05 before me, the undersigned Notary Public, personally appeared Raguel Williams 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 William Hurst Jr. Residing at Fayette County
 Notary Public in and for the State of Ky

My commission expires November 13, 2007



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