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WHEN RECORDED MAIL TO:

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

Doc#: 0506212165
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 03/03/2005 03:48 PM Pg: 1 of 5



3292699+6 00414511400080
ZEHREN, BART
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

PEEL
HERE

This Modification Agreement prepared by:

BEATRICE SELLA, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511400080

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 25, 2005, is made and executed between BART ZEHREN, whose address is 2009 HARRISON ST APT 504, EVANSTON, IL 60201 (referred to below as "Borrower"), BART ZEHREN, whose address is 2009 HARRISON ST APT 504, EVANSTON, IL 60201; 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 **May 7, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **May 7, 2003** and recorded on **May 30, 2003** in **DOCUMENT 0315035133** 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 10 12 103 026 1016

UNIT 504 AS DELINEATED IN AND DELINEATED ON SURVEY ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY BEN NORTMAN BUILDERS INC, A CORPORATION OF ILLINOIS REGISTERED IN THE OFFICE OF THE REGISTRAR OF TORRENS

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511400080

(Continued)

TITLES COOK COUNTY, ILLINOIS ON JULY 31, 1967 AS DOCUMENT LR2338221 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: LOT 13 IN BLOCK 18 IN NORTH EVANSTON, A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTHPART OF ARCHANG'S OUILMETTE RESERVE AND ALSO LOTS 1 AND 3 AND THAT PART OF LOT 3 LYING BETWEEN CHICAGO AND MILWAUKEE RAILROAD AND THE WEST LINE OF LOT 3 PRODUCED TO NORTH LINE THEREOF IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2009 HARRISON ST APT 504, EVANSTON, IL 60201. The Real Property tax identification number is 10 12 103 026 1016.

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 **\$100,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$100,000.00** at any one time.

As of **January 25, 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 JANUARY 25, 2005.

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MODIFICATION AGREEMENT

Loan No: 414511400080

(Continued)

BORROWER:

X *Bart Zehren*
BART ZEHREN, Individually

GRANTOR:

X *Bart Zehren*
BART ZEHREN, Individually

LENDER:

X *Celeste Hay*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

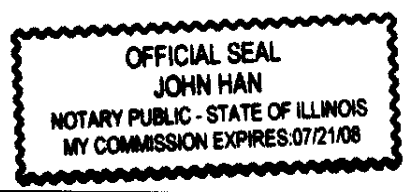
On this day before me, the undersigned Notary Public, personally appeared **BART ZEHREN**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 25 day of January, 2008.
JPMorgan Chase Bank, N.A.

By *John Han* Residing at North Evanston
1900 Central St.
Evanston, IL 60201

Notary Public in and for the State of IL

My commission expires 07/21/08



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MODIFICATION AGREEMENT (Continued)

Loan No: 414511400080

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this day before me, the undersigned Notary Public, personally appeared **BART ZEHREN**, 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 25 day of January, 2008.

By John Han Residing at _____

Notary Public in and for the State of IL

My commission expires 07/21/08



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MODIFICATION AGREEMENT (Continued)

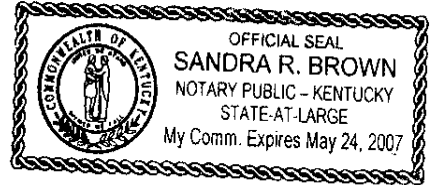
Loan No: 414511400080

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LENDER ACKNOWLEDGMENT

STATE OF Kentucky

COUNTY OF Fayette



On this 10th day of February, 05 before me, the undersigned Notary Public, personally appeared Celeste Hays and known to me to be the JP Morgan Chase Bank NA Bank One 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 Sandra R Brown

Residing at ~~_____~~

Notary Public in and for the State of Kentucky

My commission expires _____



Seal of Cook County Clerk's Office