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Retail Loan Servicing
KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



3550236+4
MIKHLIN, MARIA
MODIFICATION AGREEMENT

00414511483185

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:
PAMELA PRESCOTT, PROCESSOR
171 E. WISCONSIN AVENUE
MILWAUKEE, WI 53202

00414511483185

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 12, 2005, is made and executed between GREGORY MIKHLIN and MARIA MIKHLIN, whose addresses are 3715 LINDENWOOD LN, GLENVIEW, IL 60025-2508 and 3715 LINDENWOOD LN, GLENVIEW, IL 60025-2508 (referred to below as "Borrower"), GREGORY MIKHLIN, whose address is 3715 LINDENWOOD LN, GLENVIEW, IL 60025-2508 and MARIA MIKHLIN, whose address is 3715 LINDENWOOD LN, GLENVIEW, IL 60025-2508; HUSBAND AND WIFE IN JOINT TENANCY (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 21, 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 21, 2004** and recorded on **February 20, 2004** in **DOC 0405147229** 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 33 114 005

LOT 23 IN PAM-ANNE ESTATES UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP

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SA
A
O.

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

(Continued)

Loan No: 00414511483185

42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3715 LINDENWOOD LN, GLENVIEW, IL 60025-2508. The Real Property tax identification number is 04 33 114 005.

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 **\$162,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$162,000.00** at any one time.

As of **March 12, 2005** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.51%**.

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 MARCH 12, 2005.

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MODIFICATION AGREEMENT

Loan No: 00414511483185

(Continued)

BORROWER:

X *Gregory Mikhlina* *Gregory Mikhlina*
GREGORY MIKHLIN, Individually

X *Maria Mikheia*
MARIA MIKHLIN, Individually

GRANTOR:

X *Gregory Mikhlina*
GREGORY MIKHLIN, Individually

X *Maria Mikheia*
MARIA MIKHLIN, Individually

LENDER:

X *[Signature]*
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00414511483185

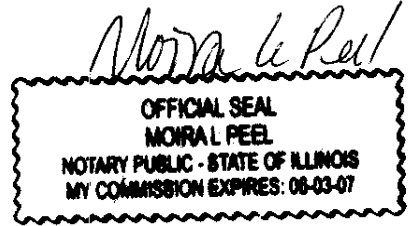
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF COOK)

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) SS
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On this day before me, the undersigned Notary Public, personally appeared **GREGORY MIKHLIN**, 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 12th day of MARCH, 2005.

By Moira L PEEL Residing at BANK ONE

Notary Public in and for the State of IL

My commission expires 03 JUNE 07

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MODIFICATION AGREEMENT

Loan No: 00414511483185

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

Moira L Peel



STATE OF IL)

) SS

COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **MARIA MIKHLIN**, 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 12th day of March, 20 05.

By MOIRA L PEEL Residing at BANK ONE

Notary Public in and for the State of IL

My commission expires 03 JUNE 07

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MODIFICATION AGREEMENT

Loan No: 00414511483185

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF Cook)

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) SS
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On this day before me, the undersigned Notary Public, personally appeared **GREGORY MIKHLIN**, 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 12th day of March, 2005.

By MORAL PEEL Residing at BANK ONE

Notary Public in and for the State of IL

My commission expires 03 JUN 07

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MODIFICATION AGREEMENT

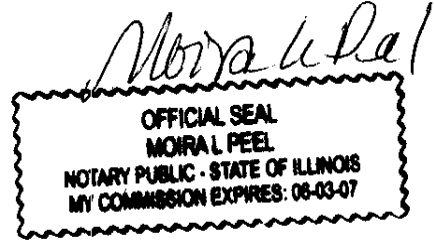
Loan No: 00414511483185

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

)
) SS
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COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **MARIA MIKHLIN**, 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 12th day of March, 2005.

By MOIRA L PEEL Residing at BANK ONE

Notary Public in and for the State of IL

My commission expires 03 JUNE 07

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MODIFICATION AGREEMENT (Continued)

Loan No: 00414511483185

LENDER ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF COOK)



On this 12th day of MARCH, 2005 before me, the undersigned Notary Public, personally appeared Sheryl SAIN and known to me to be the Branch Manager 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 Morra L Peel

Residing at Glenview River
Bowl One

Notary Public in and for the State of IL

My commission expires 03 June 07

Of Cook County Clerk's Office