

# UNOFFICIAL COPY



Doc#: 0510215016  
Eugene "Gene" Moore Fee: \$38.50  
Cook County Recorder of Deeds  
Date: 04/12/2005 08:35 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



3049031+4  
CLAUSSEN, DIRK  
MODIFICATION AGREEMENT

00414511336632

**FOR RECORDER'S USE ONLY**

This Modification Agreement prepared by:

G'N HAWTHORNE, PROECSSOR  
111 E. WISCONSIN AVENUE.  
MILWAUKEE, WI 53202

414511336632

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 28, 2005, is made and executed between DIRK CLAUSSEN and BARBARA J FLEMING CLAUSSEN, whose addresses are 360 W ILLINOIS ST UNIT 7B, CHICAGO, IL 60610-4158 and 360 W ILLINOIS ST UNIT 7B, CHICAGO, IL 60610-4158 (referred to below as "Borrower"), DIRK CLAUSSEN, whose address is 360 W ILLINOIS ST UNIT 7B, CHICAGO, IL 60610-4158 and BARBARA J FLEMING CLAUSSEN, whose address is 360 W ILLINOIS ST UNIT 7B, CHICAGO, IL 60610-4158; 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 **September 16, 2002**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 16, 2002** and recorded on **October 10, 2002** in **DOC #0021098418** 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:

TX ID: 17-09-131-008-1219

PARCEL 1: UNIT NUMBER 7B IN THE SECTION CONDOMINIUM, AS DELINEATED ON A SURVEY

**UNOFFICIAL COPY****MODIFICATION AGREEMENT**

Loan No: 414511336632

(Continued)

OF THE FOLLOWING DESCRIBED TRACT OF LAND: PARTS OF CERTAIN SUBDIVISIONS IN THE EAST 1/2 OF NORTHWEST 1/4 OF SECTION 9 AND PARTS OF CERTAIN SUBDIVISIONS IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS .WHICH SURVEY IS ATTACHED AS EXHIBIT AC TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 99624458; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS. PARCEL 2: THE RIGHT TO THE USE OF GARAGE SPACE G-248 A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE AFORESAID DECLARATION.

The Real Property or its address is commonly known as 360 W ILLINOIS ST UNIT 7B, CHICAGO, IL 60610-4158. The Real Property tax identification number is 17-09-131-008-1219.

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 **\$200,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$200,000.00** at any one time.

As of **March 28, 2005** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.76%**.

**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 28, 2005.**

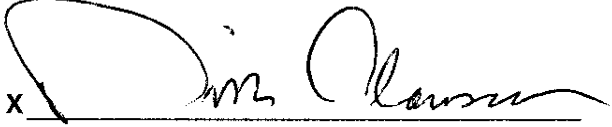
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## MODIFICATION AGREEMENT

Loan No: 414511336632


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**BORROWER:**

X   
 DIRK CLAUSSEN, Individually

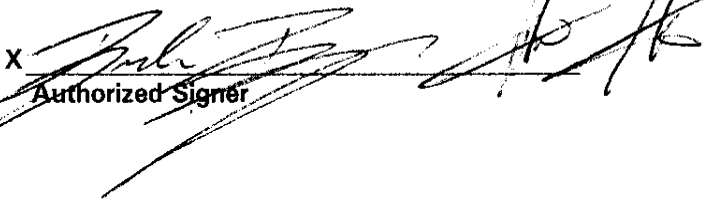
X   
 BARBARA J FLEMING CLAUSSEN,  
 Individually

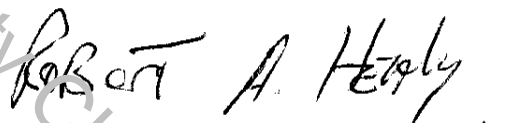
**GRANTOR:**

X   
 DIRK CLAUSSEN, Individually

X   
 BARBARA J FLEMING CLAUSSEN,  
 Individually

**LENDER:**

X   
 Authorized Signer

  
 ASST. Vice President

Property of Cook County Clerk's Office

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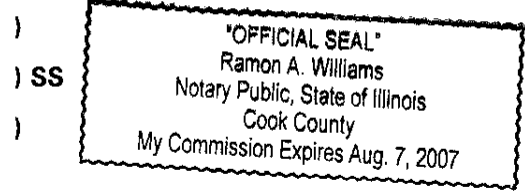
## MODIFICATION AGREEMENT

Loan No: 414511336632

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois  
 COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **DIRK CLAUSSEN**, 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 28 day of March, 2005.

By [Signature] Residing at 35 W Wacker Chicago, IL 60601

Notary Public in and for the State of Illinois

My commission expires 08/07/2008

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511336632

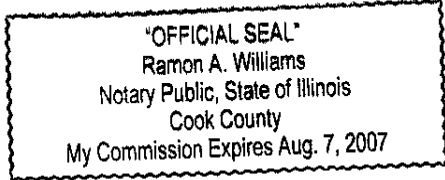
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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared **BARBARA J FLEMING CLAUSSEN**, 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 24 day of March, 2005.

By [Signature]

Residing at 35 W. Wacker  
Chicago, IL 60601

Notary Public in and for the State of Illinois

My commission expires 08/07/2007

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511336632

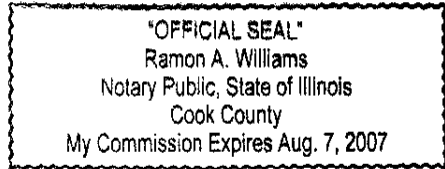
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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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 ) SS  
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On this day before me, the undersigned Notary Public, personally appeared **DIRK CLAUSSEN**, 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 March, 2005.

By [Signature] Residing at 35 W. Walker Chicago, IL 60601

Notary Public in and for the State of Illinois

My commission expires 08/07/2007

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## MODIFICATION AGREEMENT

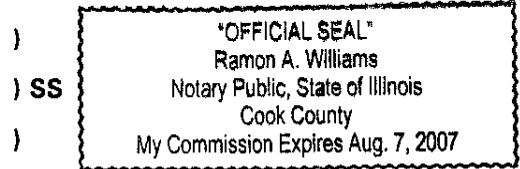
Loan No: 414511336632

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **BARBARA J FLEMING CLAUSSEN**, 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 28 day of MARCH, 2005.

By [Signature]

Residing at 35 W. Wacker  
Chicago, IL 60601

Notary Public in and for the State of Illinois

My commission expires 08/07/2007

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511336632

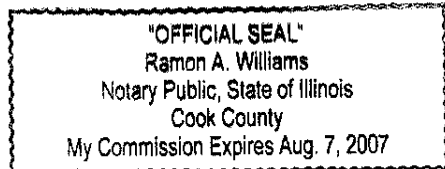
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### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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) SS  
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On this 28 day of March, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared Brendan Byrne 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 35 W Wacker Chicago, IL 60601

Notary Public in and for the State of Illinois

My commission expires 08/07/2007

Cook County Clerk's Office