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Doc#: 0511516059

Eugene "Gene" Moore Fee: \$38.50 Cook County Recorder of Deeds

Date: 04/25/2005 11:46 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

3267318+3 THAKKAR, HASMUKH MODIFICATION AGREEMENT FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

CHRISTINA HRDI, PROCESSOR 17 E. WISCONSIN AVE MILWAUKEE, WI 53202

414511389971

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 31, 2005, is made and executed between HASMUKH B THAKKAR and DHARMISTA H THAKKAR, whose addresses are 7943 S KOLMAR AVE, CHICAGO, IL 60652 and 7943 S KOLMAR AVE, CHICAGO, IL 60652 (referred to below as "Porrower"), HASMUKH B THAKKAR, whose address is 7943 S KOLMAR AVE, CHICAGO, IL 60652 and DHAPATISTA H THAKKAR, whose address is 7943 S KOLMAR AVE, CHICAGO, IL 60652; HUSBAND AND WIFE, AS JOINT TENANTS (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 April 14, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 14, 2003 and recorded on May 12, 2003 in DOCUMENT 0313017290 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: 19-34-106-014-0000

LOT 74 IN SCOTTSDALE, BEING RAYMOND L LUTGERT'S SUBDIVISION OF PART OF THE EAST HALF OF LOT 5 IN ASSESSOR'S SUBDIVISION IN SECTION 34 AND THE NORTH HALF OF

0511516059 Page: 2 of 8

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511389971 (Continued)

Page 2

SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7943 S KOLMAR AVE, CHICAGO, IL 60652. The Real Property tax identification number is 19-34-106-014-0000.

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 \$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.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and ir 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 be iodic 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 31, 2005.

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MODIFICATION AGREEMENT

Loan No: 414511389971

(Continued)

Page 3

BORROWER:	
X Hasmuch B. Thaklers HASMUKH B THAKKAR, Individually	
DHARMISTA H THAKKAR, Individually GRANTOR:	
X Hasmusch B. Thaklas HASMUKH B THAKKAR, Individually	
X Dha H THAKKAR, Individually	
LENDER:	h.
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511516059 Page: 4 of 8

UNOFFICIAL CO MODIFICATION AGREEMENT

Page 4 Loan No: 414511389971 (Continued)

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Residing at Class R
"OFFICIAL SEAL" Michael K. MIshler Notary Public, State of Illinois Cook County My Commission Expires May 23, 2007
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511516059 Page: 5 of 8

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511389971

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Page 5

INDIVIDUAL ACK	NOWLEDGMENT	
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Given under my hand and official seal this	day of March, 2005.	
By College Notary Public in and for the State of	"OFFICIAL SEAL" Michael K. Mishler Notary Public, State of Illinois Cook County My Commission Expires May 23, 2007	
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511516059 Page: 6 of 8

UNOFFICIAL CO MODIFICATION AGREEMENT

Page 6 Loan No: 414511389971 (Continued)

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0511516059 Page: 7 of 8

Page 7

UNOFFICIAL COPY

MODIFICATION AGREEMENT

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My commission expires $\frac{5/23/67}{}$	Michael K. Mishler Notary Public, State of Illinois Cook County My Commission Expires May 23, 2007	
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0511516059 Page: 8 of 8

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MODIFICATION AGREEMENT

Loan No: 414511389971

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COUNTY OF 600 h		
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By In July 2	Residing at Clipt In	
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, LASER PRO Lending, Ver. 5.19.40	Copr. Herland Financial Solutions, Inc. 1997, 2006. All Rights Reserved, ILI/OH NECFIBILIAS CIPRO CHILPLIG201.FC 1R-45107492 PR-MODHELIL	