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Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 05/19/2005 02:44 PM Pg: 1 of 8

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



3315925+4
KOLTON, KEVIN
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:
HOLLY GRAY, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511404669

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 9, 2005, is made and executed between KEVIN L KOLTON and DARLENE I KOLTON, whose addresses are 491 MONROE AVE, GLENCOE, IL 60022-2027 and 491 MONROE AVE, GLENCOE, IL 60022-2027 (referred to below as "Borrower"), KEVIN L KOLTON, whose address is 491 MONROE AVE, GLENCOE, IL 60022-2027 and DARLENE I KOLTON, whose address is 491 MONROE AVE, GLENCOE, IL 60022-2027; HUSBAND AND WIFE IN TENANCY 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 **May 24, 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 24, 2003** and recorded on **August 27, 2004** in **DOC #0424013016** 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 : 05-07-416-025-0000

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS KNOWN AND DESCRIBED AS FOLLOWS, TO WIT, LOT 38 (EXCEPT THE WEST 17

47
P8
5-
11/7
JHC

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511404669

(Continued)

FEET THEREOF) AND ALL OF LOTS 39, 40 AND WEST 8 FEET OF LOT 41 IN BLOCK 4 IN IRA BROWNS ADDITION TO GLENCOE, A SUBDIVISION OF THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 491 MONROE AVE, GLENCOE, IL 60022-2027. The Real Property tax identification number is 05-07-416-025-0000.

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 **\$263,900.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$263,900.00** at any one time.

As of **April 9, 2005** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.1%**.

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 APRIL 9, 2005.

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MODIFICATION AGREEMENT

Loan No: 414511404669

(Continued)

BORROWER:

X *[Signature]*
KEVIN L KOLTON, Individually

X *Darlene I Kolton*
DARLENE I KOLTON, Individually

GRANTOR:

X *[Signature]*
KEVIN L KOLTON, Individually

X *Darlene I Kolton*
DARLENE I KOLTON, Individually

LENDER:

X *Natasa Sabic Natasa Sabic*
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511404669

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

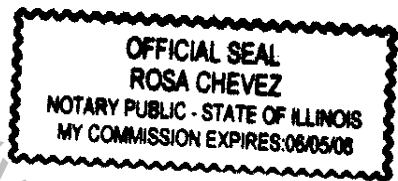
On this day before me, the undersigned Notary Public, personally appeared **KEVIN L KOLTON**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 9th day of April, 2005.

By Rosa Chavez Residing at Chicago IL 60645

Notary Public in and for the State of Illinois

My commission expires 06/05/08



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MODIFICATION AGREEMENT

Loan No: 414511404669

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **DARLENE I KOLTON**, 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 9th day of April, 2005.

By Rosa Chevez Residing at Chicago IL 60645

Notary Public in and for the State of Illinois

My commission expires 06/05/08



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MODIFICATION AGREEMENT

Loan No: 414511404669

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **KEVIN L KOLTON**, 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 9th day of April, 2005.

By Rosa Chavez Residing at Chicago IL 60645
 Notary Public in and for the State of Illinois

My commission expires 06/05/08



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MODIFICATION AGREEMENT

Loan No: 414511404669

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

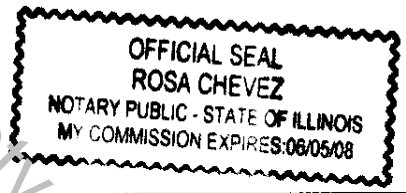
On this day before me, the undersigned Notary Public, personally appeared **DARLENE I KOLTON**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 9th day of April, 2005.

By Rosa Chevez Residing at Chicago IL 60645

Notary Public in and for the State of Illinois

My commission expires 06/05/08



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MODIFICATION AGREEMENT

Loan No: 414511404669

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 9th day of April, 2005 before me, the undersigned Notary Public, personally appeared NATASA SABIC 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 Rosa Chevez Residing at Chicago IL 60645

Notary Public in and for the State of Illinois

My commission expires 06/05/08



Clerk's Office