UNOFFICIAL CO

Doc#: 0519515159

Eugene "Gene" Moore Fee: \$38.50 Cook County Recorder of Deeds Date: 07/14/2005 12:48 PM 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

3193955+3

FOR RECORDER'S USE ONLY

MURPHY, CHRISTOPHER MODIFICATION AGREEMENT

This Modification Agreement prepared by:

ELAINE A SIRVIO, PROCESSOR 117 E WISCONSIN AVENUE MILW AUKEE, WI 53202

414511377683

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated June 15, 2005, is thate and executed between CHRISTOPHER T MURPHY and JENNIFER A MURPHY, whose addresses are 14950 HUNTINGTON CT, ORLAND PARK, IL 60462 and 14950 HUNTINGTON CT, ORLAND PARK, IL 60462 (referred to below as "Borrower"), CHRISTOPHER T MURPHY, whose address is 14950 HUNTINGTON CO, ORLAND PARK, IL 60462 and JENNIFER A MURPHY, whose address is 14950 HUNTINGTON CT, ORLAND PARK, IL 60462; HUSBAND AND WIFE (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 February 4, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 4, 2003 and recorded on February 25, 2003 in DOC # 0030262686 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 #27-09-306-021-0000

LOT 7 AND THE NORTHERLY 10 FEET OF LOT 8, IN BLOCK 5A, IN ORLAND HILLS GARDENS

0519515159 Page: 2 of 8

UNOFFICIAL

MODIFICATION AGREEMENT

Loan No: 414511377683

(Continued)

UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 9 AND PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 26 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1958 AS DOCUMENT NUMBER 17226535, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 14950 HUNTINGTON CT, ORLAND PARK, IL 60462. The Real Property tax identification number is 27-09-306-021-0000.

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 \$60,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$60,000.00 at any one time.

As of June 15, 2005 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be 0%.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and affect 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 (n) 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. **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. **MODIFICATION AGREEMENT IS DATED JUNE 15, 2005.**

Page 2

0519515159 Page: 3 of 8

MODIFICATION AGREEMENT

Loan No: 414511377683

(Continued)

Page 3

BORROWER: MURPHY, CHRISTOPHER Individually JENNIFER A MUKPAY, Individual **GRANTOR:** OOT COUNTY CLOTH'S OFFICE CHRISTOPHER MURPHY Individually

ľÚRPHY, Individúally

LENDER:

Authorized Signer

0519515159 Page: 4 of 8

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 01-19-07

Clark's Office

UNOFFICIA

MODIFICATION AGREEMENT

Page 4 Loan No: 414511377683 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF) SS COUNTY OF) On this day before me, the undersigned Notary Public, personally appeared CHRISTOPHER T MURPHY, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Woolification 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 Notary Public in and for the State of My commission expires OFFICIAL SEAL JANET M ZABELKA

0519515159 Page: 5 of 8

Page 5

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511377683 (Continued)

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF	3
) SS
COUNTY OF Cook)
known to be the individual described in and who ex he or she signed the Woclification as his or her fro therein mentioned.	Public, personally appeared JENNIFER A MURPHY, to me ecuted the Modification Agreement, and acknowledged that see and voluntary act and deed, for the uses and purposes day of
Notary Public in and for the State of	
My commission expires	OFFICIAL SEAL JANET M ZABELKA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 01-19-07
	C/o/t/s O/fico

0519515159 Page: 6 of 8

MODIFICATION AGREEMENT

Page 6 Loan No: 414511377683 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF) SS **COUNTY OF** On this day before are, the undersigned Notary Public, personally appeared CHRISTOPHER T MURPHY, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Woclification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and ofricial seal this Notary Public in and for the State of OFFI**CIAL SE**AL My commission expires JANET M ZABELKA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 01-19-07 Clort's Office

0519515159 Page: 7 of 8

C/O/A/S O/A/CO

UNOFFICI

MODIFICATION AGREEMENT

Page 7 Loan No: 414511377683 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF) SS **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared JENNIFER A MURPHY, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Woclification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and ofricial seal this Notary Public in and for the State of OFFICIAL SEAL My commission expires

0519515159 Page: 8 of 8

OFFICIAL SEAL

UNOFFICIA

MODIFICATION AGREEMENT

Page 8 Loan No: 414511377683 (Continued) LENDER ACKNOWLEDGMENT STATE OF) SS **COUNTY OF** 2005 before me, the undersigned Notary Public, personally appeared Barbara Jobe Gan 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. Residing at Whard Fath Su 60462

LASER PRO Lending, Ver. 5.19.40.06 Copr. Herland Financiel Solutions, Inc. 1997, 2005. All Rights Reserved. - IL/IOH N::CFIB:1LASE PROCEDURE(201.FC TR-45129858 PR-MODHEUL

Notary Public in and for the State of

My commission expires