

UNOFFICIAL COPY**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 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 JUNE 15, 2005.


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MODIFICATION AGREEMENT

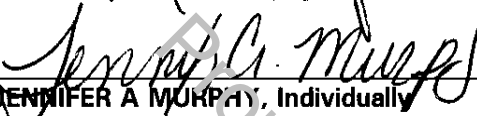
Loan No: 414511377683

(Continued)

BORROWER:


X 

 CHRISTOPHER T MURPHY,
 Individually

X 

 JENNIFER A MURPHY, Individually

GRANTOR:

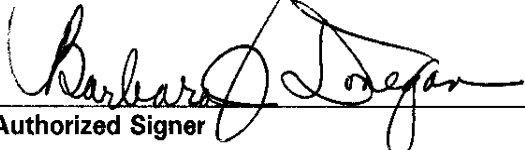
X 

 CHRISTOPHER T MURPHY,
 Individually

X 

 JENNIFER A MURPHY, Individually

LENDER:

X 

 Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511377683

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
)
) SS
 COUNTY OF Cook)

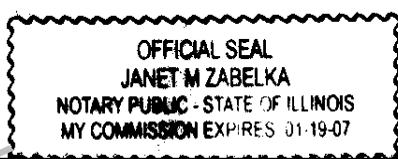
On this day before me, the undersigned Notary Public, personally appeared **CHRISTOPHER T MURPHY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 15 day of June, 2005.

By *Janet M Zabelka* Residing at *Oakland Park Sec 60462*

Notary Public in and for the State of Ill

My commission expires 1/19/07



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511377683

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
)
) SS
 COUNTY OF Cook)

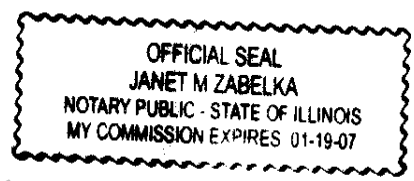
On this day before me, the undersigned Notary Public, personally appeared **JENNIFER A MURPHY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 15 day of June, 2005.

By Janet M Zabelka Residing at Oakland Park Sec 60462

Notary Public in and for the State of Ill

My commission expires 1/19/07



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511377683

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
)
 COUNTY OF Cook) SS
)

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 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 15 day of June, 2005.

By Janet M Zabelka Residing at Walden Park Sec 6 0462

Notary Public in and for the State of Ill

My commission expires 1/19/07



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MODIFICATION AGREEMENT

Loan No: 414511377683

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
)
) SS
 COUNTY OF Cook)

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 Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

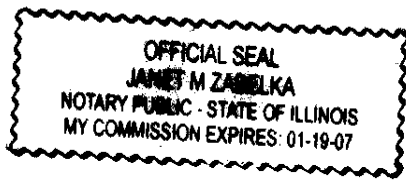
Given under my hand and official seal this 15 day of June, 2005.

By Janet M Zabelka

Residing at Delwood Park Sec 6 0162

Notary Public in and for the State of Ill

My commission expires 1/19/07



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MODIFICATION AGREEMENT (Continued)

Loan No: 414511377683

LENDER ACKNOWLEDGMENT

STATE OF Ill)
)
) SS
 COUNTY OF Cook)

On this 15 day of June, 2005 before me, the undersigned Notary Public, personally appeared Barbara Yonegan 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 Janet M Zabelka Residing at Belmont Park Sec 60462
 Notary Public in and for the State of Ill
 My commission expires 1/19/07



Clerk's Office