

# UNOFFICIAL COPY



Doc#: 0524506026 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/02/2005 08:50 AM Pg: 1 of 7

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



3856185+3 00414511567031  
PAIVA, ALEJANDRO  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:  
KATHLEEN L WILLIAMS, PROCESSOR  
111 E WISCONSIN AVENUE  
MILWAUKEE, WI 53202

414511567031

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated August 8, 2005, is made and executed between ALEJANDRO PAIVA, whose address is 1637 W GLENLAKE AVE, CHICAGO, IL 60660-2435 (referred to below as "Borrower"), ALEJANDRO PAIVA, whose address is 1637 W GLENLAKE AVE, CHICAGO, IL 60660-2435 and ESTHER PAIVA, whose address is 1637 W GLENLAKE AVE, CHICAGO, IL 60660-2435; 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 **October 9, 2004**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **October 9, 2004** and recorded on **October 27, 2004** in **DOC# 0430115053** 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: 4062220741003

UNIT C AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL) : THE NORTH 148 FEET OF THE SOUTH

*yes*  
*yes*  
*yes*

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Loan No: 414511567031

(Continued)

444 FEET OF LOT (EXCEPT THE EAST 325 FEET LYING WEST OF THE WESTERLY LINE OF NORTH CLARK STREET AS WIDENED) IN ROSEHILL CEMETERY COMPANY'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THOSE PARTS THEREOF TAKEN FOR WEST GLENLAKE AVENUE AND NORTH PAULINA STREET IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1971 AS DOCUMENT NUMBER 21468339 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY THE 1637 WEST GLENLAKE CORPORATION, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1637 W GLENLAKE AVE, CHICAGO, IL 60660-2435. The Real Property tax identification number is 14062220741003.

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 **\$25,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$25,000.00** at any one time.

As of **August 8, 2005** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.25%**.

**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**

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## MODIFICATION AGREEMENT


Loan No: 414511567031

(Continued)


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MODIFICATION AGREEMENT IS DATED AUGUST 8, 2005.

**BORROWER:**

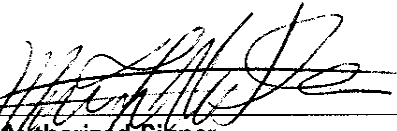
X   
ALEJANDRO PAIVA, Individually

**GRANTOR:**

X   
ALEJANDRO PAIVA, Individually

X   
ESTHER PAIVA, Individually

**LENDER:**

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511567031

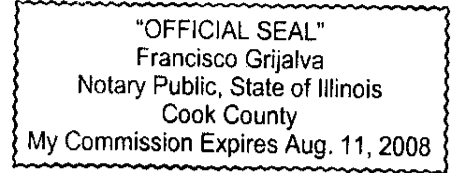
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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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) SS  
)



On this day before me, the undersigned Notary Public, personally appeared **ALEJANDRO PAIVA**, 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 8th day of August, 2008.

By [Signature] Residing at CHICAGO, IL

Notary Public in and for the State of IL

My commission expires August 11, 2008

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511567031

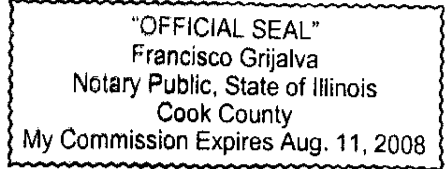
(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared **ALEJANDRO PAIVA**, 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 8th day of August, 2005.

By *[Signature]* Residing at CHICAGO, IL

Notary Public in and for the State of IL

My commission expires August 11, 2008

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## MODIFICATION AGREEMENT

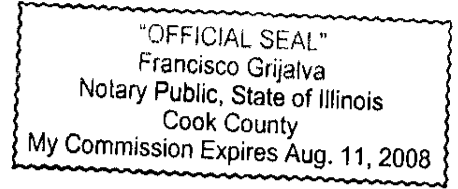
Loan No: 414511567031

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared **ESTHER PAIVA**, 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 8th day of August, 2005.

By [Signature] Residing at CHICAGO, IL

Notary Public in and for the State of IL

My commission expires August 11, 2008

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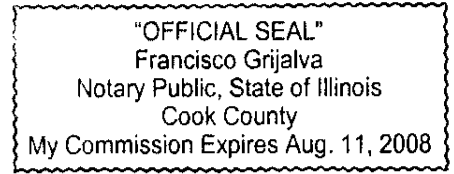
## MODIFICATION AGREEMENT

Loan No: 414511567031

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
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On this 8th day of August, 2005 before me, the undersigned Notary Public, personally appeared ALEJAN MARIO VALDEZ 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 CHICAGO, IL

Notary Public in and for the State of IL

My commission expires August 11, 2008

Notary of Cook County Clerk's Office