

# UNOFFICIAL COPY



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MODIFICATION AGREEMENT

Doc#: 0527154040 Fee: \$32.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/28/2005 12:13 PM Pg: 1 of 5

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

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

SONYA ADAMS, PROCESSOR  
111 E. Wisconsin Avenue  
Milwaukee, WI 53202

00414511350328

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 21, 2005, is made and executed between SIOBHAN O'DONOGHUE, whose address is 1339 W ALBION AVE UNIT 1W, CHICAGO, IL 60626 (referred to below as "Borrower"), SIOBHAN O'DONOGHUE, A SINGLE PERSON, whose address is 1339 W ALBION AVE UNIT 1W, CHICAGO, IL 60626 (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 **November 6, 2002**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **November 6, 2002** and recorded on **November 12, 2002** in **DOC 0021292391** 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 : 11-32-318-014-1004

UNIT 1W TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLEN-ALBION CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 2519252, AS AMENDED, A SUBDIVISION OF THE

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(Continued)

EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1339 W ALBION AVE UNIT 1W, CHICAGO, IL 60626. The Real Property tax identification number is 11-32-318-014-1004.

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 **\$29,200.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$29,200.00** at any one time.

As of **July 21, 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%**.

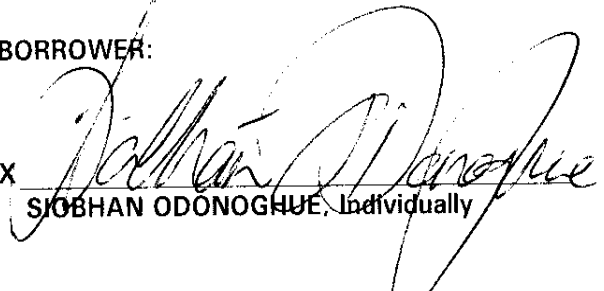
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 MODIFICATION AGREEMENT IS DATED JULY 21, 2005.**

BORROWER:

X   
 SIOBHAN O'DONOGHUE, Individually

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(Continued)

GRANTOR:

X *Siobhan O'Donoghue*  
 SIOBHAN O'DONOGHUE, Individually

LENDER:

X *Celeste Hays*  
 Authorized Signer

**INDIVIDUAL ACKNOWLEDGMENT**

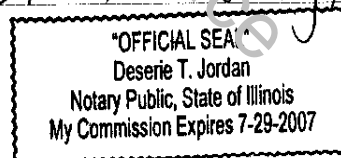
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **SIOBHAN O'DONOGHUE**, 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 21 day of July, 2005.

By *Deserie Jordan*  
 Notary Public in and for the State of ILLINOIS  
 My commission expires 7-29-2007

Residing at 875 N Michigan



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(Continued)

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **SIOBHAN O'DONOGHUE**, 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 July 21 day of July, 20 05.

By

Deserie T. Jordan  
Illinois

Notary Public in and for the State of

My commission expires

7-29-2007

Residing at

875 N. Michigan

"OFFICIAL SEAL"

Deserie T. Jordan

Notary Public, State of Illinois

My Commission Expires 7-29-2007

Property of Cook County Clerk's Office

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(Continued)

**LENDER ACKNOWLEDGMENT**

STATE OF

Kentucky

)

) SS

COUNTY OF

Fayette

)

On this

9th

day of

August05

before me, the undersigned Notary

Public, personally appeared

Celeste Haysand known to me to be the JPMorgan

Chase Bank NA 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

Steven B. Sleet

Residing at

Lee KY

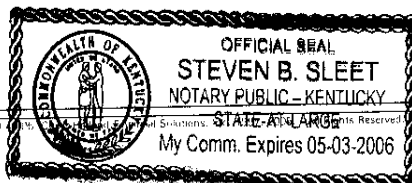
Notary Public in and for the State of

KY

My commission expires

5-03-06

**OFFICIAL SEAL**  
 Deserie T. Jordan  
 Notary Public, State of Illinois  
 My Commission Expires 7-29-2007



LASER PRO (Laser) Ver. 4.19

STATE AT LARGE

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