

# UNOFFICIAL COPY



Doc#: 0527119000 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/28/2005 08:20 AM 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



3125487+4  
SANTUCCI, ANGELO  
MODIFICATION AGREEMENT

00414511357294

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

MILENA WARNES, PROCESSOR  
111 E. WISCONSIN AVENUE  
MILWAUKEE, WI 53202

414511357294

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated August 19, 2005, is made and executed between ANGELO SANTUCCI, whose address is 1475 S CORA ST, DES PLAINES, IL 60018 (referred to below as "Borrower"), ANGELO SANTUCCI, whose address is 1475 S CORA ST, DES PLAINES, IL 60018; A SINGLE PERSON (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 27, 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 27, 2002** and recorded on **December 30, 2002** in **0021449675** 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: 09-20-415-002-0000

LOT 2 IN BLOCK 8 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO DES PLAINES HEIGHTS, BEING A SUBDIVISION OF THAT PART EAST OF THE RAILROAD, OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE

**BATCH**

of 20

yes  
85  
yes  
cm

**UNOFFICIAL COPY****MODIFICATION AGREEMENT**

Loan No: 414511357294

(Continued)

THIRD PRINCIPAL MERIDIAN, OF THAT PART WEST OF DES PLAINES ROAD, OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT 4 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1475 S CORA ST, DES PLAINES, IL 60018. The Real Property tax identification number is 09-20-415-002-0000.

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 **\$155,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$155,000.00** at any one time.

As of **August 18, 2005** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-1.01%**.

**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 AUGUST 19, 2005.**

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

Loan No: 414511357294

(Continued)

BORROWER:

X *Angelo Santucci*  
ANGELO SANTUCCI, Individually

GRANTOR:

X *Angelo Santucci*  
ANGELO SANTUCCI, Individually

LENDER:

X *Michael W. Morris*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared ANGELO SANTUCCI, 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.

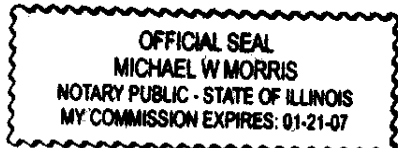
Given under my hand and official seal this 19<sup>th</sup> day of August, 2005.

By *Michael W. Morris*

Residing at 1 N. Dunton Ave. Hts. IL

Notary Public in and for the State of IL

My commission expires 1/21/2007



# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

Loan No: 414511357294

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 COUNTY OF COOK )

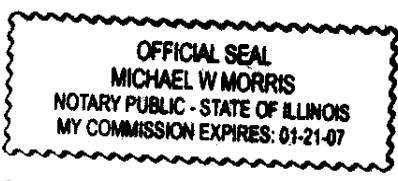
On this day before me, the undersigned Notary Public, personally appeared **ANGELO SANTUCCI**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 19~~th~~ day of AUGUST, 2005.

By Michael W. Morris Residing at 1 N. DUNTON AVE HTS. IL

Notary Public in and for the State of IL

My commission expires 1/21/2007



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

Loan No: 414511357294

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 19~~th~~ day of AUGUST, 2005 before me, the undersigned Notary Public, personally appeared MICHAEL W. MORRIS 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 Julie B. Babula Residing at 1 N. Dunton, Arlington Hts.

Notary Public in and for the State of ILLINOIS

My commission expires 8/21/07

