

# UNOFFICIAL COPY



Doc#: 0534722000 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/13/2005 09:33 AM Pg: 1 of 6

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



3626367+3 00414511507951  
BOKIOS, THEODORE  
DEED OF TRUST / MORTGAGE

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:  
LORRI ALBRIGHT, PROCESSOR  
111 E. WISCONSIN AVENUE  
MILWAUKEE, WI 53202

414511507951

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 14, 2005, is made and executed between THEODORE S BOKIOS, whose address is 6450 W BERTEAU AVE APT 406, CHICAGO, IL 60634 (referred to below as "Borrower"), THEODORE S BOKIOS, whose address is 6450 W BERTEAU AVE APT 406, CHICAGO, IL 60634; A SINGLE PERSON (referred to below as "Grantor"), and JPMORGAN CHASE BANK 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 April 8, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 8, 2004 and recorded on April 23, 2004 in DOC 0411416032 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: 13-18-409-074-1128

UNIT 3-406 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLENLAKE CONDOMINIUM NO. 2 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 99465987, AS AMENDED FROM TIME TO

**BATCH**

1 of 12

SHB  
SMY  
DIA

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Loan No: 414511507951

(Continued)

TIME, IN PART OF THE SOUTH FRACTIONAL HALF OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNTIL SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVE TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING LAND DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN. THIS DEED IS SUBJECT TO: REAL ESTATE TAXES NOT YET DUE AND PAYABLE; THE ILLINOIS CONDOMINIUM PROPERTY ACT; THE CONDOMINIUM DECLARATION; THE HOMEOWNER'S DECLARATION FOR GLENLAKE; COVENANTS, CONDITIONS AND RESTRICTIONS AND BUILDING LINES OF RECORD; EASEMENTS EXISTING OR OF RECORD; SPECIAL TAXES OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED AND DRAINAGE DISTRICT OR OTHER ASSESSMENTS OR INSTALLMENTS THEREOF, NOT DUE AS THE DATE OF CLOSING. GRANTOR ALSO HEREBY GRANTS AND ASSIGNS TO GRANTEE, THEIR SUCCESSORS AND ASSIGNS PARKING SPACE NUMBER P3-34 AND STORAGE SPACE NUMBER S3-34 WHICH ARE LIMITED COMMON ELEMENTS AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

The Real Property or its address is commonly known as 6450 W BERTEAU AVE APT 406, CHICAGO, IL 60634. The Real Property tax identification number is 13-18-409-074-1128.

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 **\$83,600.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$83,600.00** at any one time.

**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 endorser 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

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## MODIFICATION AGREEMENT

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(Continued)

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 OCTOBER 14, 2005.**

**BORROWER:**

x Theodore S. Bokios  
THEODORE S BOKIOS, Individually

**GRANTOR:**

x Theodore S. Bokios  
THEODORE S BOKIOS, Individually

**LENDER:**

x Steven Sleet  
Authorized Signer Steven Sleet

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511507951

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill. )  
 ) SS  
 COUNTY OF Cook )

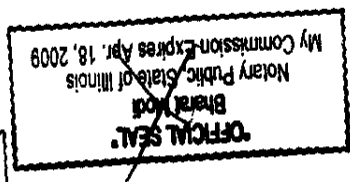
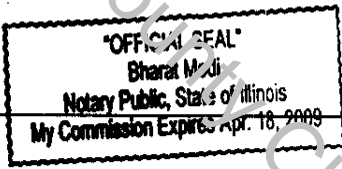
On this day before me, the undersigned Notary Public, personally appeared **THEODORE S BOKIOS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 14<sup>th</sup> day of Oct, 2005.

By [Signature]  
2801 Dundee Rd Northbrook  
 Residing at 2801 Dundee Rd Northbrook

Notary Public in and for the State of Ill.

My commission expires Apr 18 2009



Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511507951

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### INDIVIDUAL ACKNOWLEDGMENT

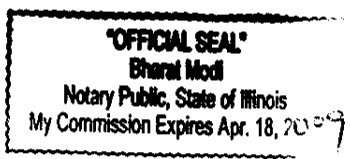
STATE OF Ill )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **THEODORE S BOKIOS**, 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 14<sup>th</sup> day of Oct, 2011.

By [Signature] Residing at 2821 Dundee Rd, Northbrook, IL  
 Notary Public in and for the State of Ill

My commission expires Apr. 18, 2015



Property of COOK County Clerk's Office

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## MODIFICATION AGREEMENT (Continued)

Loan No: 414511507951

### LENDER ACKNOWLEDGMENT

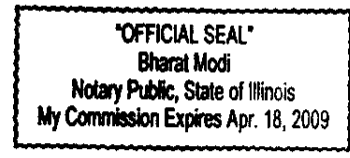
STATE OF Ill. )  
 ) SS  
 COUNTY OF Cook )

On this 11th day of October, 2008 before me, the undersigned, Notary Public, personally appeared Steven Sleef 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]  
 Notary Public in and for the State of Ill.

Residing at 7801 Dundee Rd Homewood

My commission expires Apr. 18, 2009



Notary of Cook County Clerk's Office