

# UNOFFICIAL COPY



Doc#: 0606215050 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/03/2006 09:59 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



3701446+4 00414511532048  
ARGER, EUGENIA  
MODIFICATION AGREEMENT

**FOR RECORDER'S USE ONLY**

This Modification Agreement prepared by:

GIN HAWTHORNE, PROCESSOR  
111 E. WISCONSIN AVENUE  
MILWAUKEE, WI 53202

414511532048

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 17, 2006, is made and executed between EUGENIA A ARGER, whose address is 201 E CHESTNUT ST, CHICAGO, IL 60611-2358 (referred to below as "Borrower"), EUGENIA A ARGER, whose address is 201 E CHESTNUT ST, CHICAGO, IL 60611-2358; 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 **June 16, 2004**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **June 16, 2004** and recorded on **June 29, 2004** in **DOC# 0418115157** 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:

TX ID: 17-03-227-018-1057

UNIT NUMBER 11E AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"): LOTS 60, 61, 81 AND 82 (EXCEPT THE SOUTH 64 FEET OF LOTS 81 AND 82) IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY LASALLE

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

Loan No: 414511532048

(Continued)

NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 31107, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 19772502, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, SITUATE IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 201 E CHESTNUT ST, CHICAGO, IL 60611-2358. The Real Property tax identification number is 17-03-227-018-1057.

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 **January 11, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.

**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 ORIGINAL LENDER.** Unless Lender or a predecessor in interest purchased the Borrower's Equity Line Agreement from an unaffiliated third party, the original Equity Line Agreement was entered into by and between Borrower and one of the following named lenders: JPMorgan Chase Bank, N.A.; JPMorgan Chase Bank; Chase Manhattan Bank USA, N.A. (now known as Chase Bank USA, N.A.); The Chase Manhattan Bank; The Chase Manhattan Bank, N.A.; Chemical Bank; Chemical Bank, N.A.; Bank One, N.A.; Bank One, Arizona, N.A.; Bank One, Colorado, N.A.; Bank One, Illinois, N.A.; Bank One, Indiana, N.A.; Bank One, Kentucky, N.A.; Bank One, Louisiana, N.A.; Bank One, Oklahoma, N.A.; Bank One, Utah, N.A.; Bank One, West Virginia, N.A.; Bank One, Wisconsin, N.A.; or Bank One, Wheeling-Steubenville, N.A. JPMorgan Chase Bank, N.A. was formerly known as JPMorgan Chase Bank, The Chase Manhattan Bank and Chemical Bank. JPMorgan Chase Bank, N.A. is successor by merger to all the "Bank One" entities as well as The Chase Manhattan Bank, N.A. Chase Bank USA, N.A. is successor by merger to Chemical Bank, N.A. JPMorgan Chase Bank, N.A. also acquired certain Equity Line assets from Chase Bank USA, N.A. In any event, JPMorgan Chase Bank, N.A. is the owner of the Borrower's Equity Line Agreement and is authorized to enter into this Modification Agreement.

**BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS**

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## MODIFICATION AGREEMENT

Loan No: 414511532048

(Continued)

MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED JANUARY 17, 2006.

BORROWER:

X *Eugenia A Arger*  
EUGENIA A ARGER, Individually

GRANTOR:

X *Eugenia A Arger*  
EUGENIA A ARGER, Individually

LENDER:

X *Paul August*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

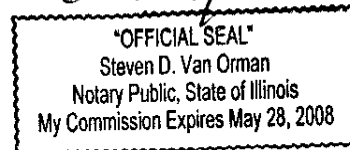
On this day before me, the undersigned Notary Public, personally appeared **EUGENIA A ARGER**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 17<sup>th</sup> day of January, 2006.

By *Steven D. Van Orman*  
Notary Public in and for the State of Illinois

Residing at 875 N. Michigan Ave  
Chicago IL 60611

My commission expires May 28, 2008



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## MODIFICATION AGREEMENT

Loan No: 414511532048

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **EUGENIA A ARGER**, 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.

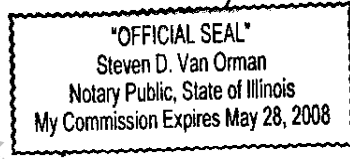
Given under my hand and official seal this 17<sup>th</sup> day of January, 2006.

By St. A. Vaderna

Residing at 875 N. Michigan Ave  
Chicago, IL 60611

Notary Public in and for the State of Illinois

My commission expires May 28, 2008



Property of Cook County Clerk's Office

