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GUZMAN, MARIA
MODIFICATION AGREEMENT

00414511573517

Doc#: 0608006045 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/21/2006 09:09 AM Pg: 1 of 8

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:

AMY SAWYER, DOC PREP SPECIALIST
1320 E SKY HARBOR CIRCLE SOUTH
PHOENIX, AZ 85034

00414511573517

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated February 4, 2006, is made and executed between MARIA I GUZMAN and GERARDO HERNANDEZ, whose addresses are 6520 SINCLAIR AVE, BERWYN, IL 60402 and 6520 SINCLAIR AVE, BERWYN, IL 60402 (referred to below as "Borrower"), MARIA I GUZMAN JOINED HEREIN PRO-FORMA BY HER SPOUSE GERARDO HERNANDEZ, whose address is 6520 SINCLAIR AVE, BERWYN, IL 60402 (referred to below as "Grantor"), and JPMORGAN CHASE BANK NA (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 29, 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 29, 2004** and recorded on **November 18, 2004** in **0432322071** 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:

LOT 55 AND 56 IN BALDWIN'S SUBDIVISION OF BLOCK 18 IN LA VERGNE IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 16-31-227-010-0000.

The Real Property or its address is commonly known as 6520 SINCLAIR AVE, BERWYN, IL 60402. The Real Property tax identification number is 16-31-227-010-0000.

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UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 00414511573517

(Continued)

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 **\$88,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$88,000.00** at any one time.

As of **February 4, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0%**.

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 MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED FEBRUARY 4, 2006.

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MODIFICATION AGREEMENT

Loan No: 00414511573517

(Continued)

BORROWER:

X Maria Guzman
MARIA I GUZMAN, Individually

X Gerardo Hernandez
GERARDO HERNANDEZ, Individually

GRANTOR:

X Maria Guzman
MARIA I GUZMAN, Individually

X Gerardo Hernandez
GERARDO HERNANDEZ, Individually

LENDER:

X Michelle Tilgimen
Authorized Signer
Michelle Tilgimen

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MODIFICATION AGREEMENT

Loan No: 00414511573517

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
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 COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared **MARIA I GUZMAN**, 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 4th day of Feb, 2006.

By Miguel Cervera Residing at COOK County

Notary Public in and for the State of IL

My commission expires 12-6-09

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00414511573517

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INDIVIDUAL ACKNOWLEDGMENT

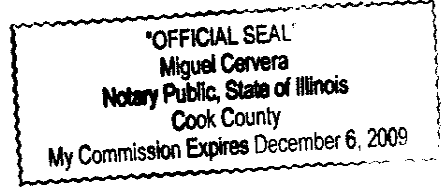
STATE OF IL

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **GERARDO HERNANDEZ**, 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 4th day of Feb, 2006.

By Miguel Cervera Residing at Cook County

Notary Public in and for the State of IL

My commission expires 12-6-09

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MODIFICATION AGREEMENT

Loan No: 00414511573517

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

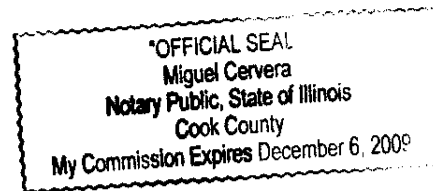
STATE OF IL

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **MARIA I GUZMAN**, 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 4th day of Feb, 2006.

By Miguel Cervera Residing at COOK county

Notary Public in and for the State of IL

My commission expires 12-6-09

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00414511573517

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

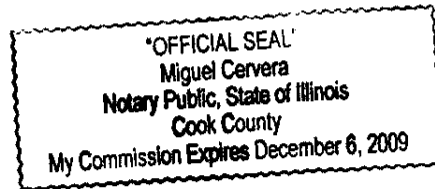
STATE OF IL

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **GERARDO HERNANDEZ**, 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 4th day of Feb, 20 06.

By Miguel Cervera Residing at Cook County

Notary Public in and for the State of IL

My commission expires 12-6-09

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

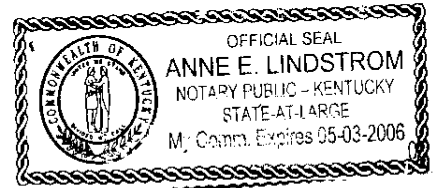
Loan No: 00414511573517

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LENDER ACKNOWLEDGMENT

STATE OF Ky

COUNTY OF Fayette



On this 23rd day of February, 2006 before me, the undersigned Notary Public, personally appeared Michelle Tilghman 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 Lex, Ky

Notary Public in and for the State of Ky

My commission expires 5-3-06

County of Cook County Clerk's Office