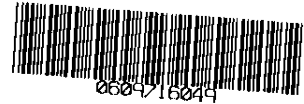


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Doc#: 0609716049 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/07/2006 09:56 AM Pg: 1 of 6

**WHEN RECORDED MAIL TO:**

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



3856010+4 00414511566262

SOBCZYK, MICHAEL  
MODIFICATION AGREEMENT

**FOR RECORDER'S USE ONLY**

This Modification Agreement prepared by:

DAVID T. HORSCHAK, PROCESSOR  
111 E WISCONSIN AVENUE  
MILWAUKEE, WI 53202

414511566262

*#UnMarried*

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 9, 2006, is made and executed between MICHAEL J SOBCZYK, whose address is 1476 PERRY ST UNIT 402, DES PLAINES, IL 60016 (referred to below as "Borrower"), MICHAEL J SOBCZYK, whose address is 1476 PERRY ST UNIT 402, DES PLAINES, IL 60016; 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 **October 11, 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 11, 2004** and recorded on **November 27, 2004** in **DOC # 04030106035** 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 : 09-17-402-181-1022

SITUATED IN COOK COUNTY, ILLINOIS: PARCEL 1: UNIT 402 IN THE MERIDIAN CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 11 THROUGH 17, BOTH INCLUSIVE, ALSO THAT PART OF LOT 30 LYING NORTH OF AND ADJOINING SAID LOTS 11 THROUGH 17, IN THE HEART OF DES PLAINES IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1873 AS

**BATCH**

of 25

*SPP*  
*SM*  
*DM*

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

Loan No: 00414511566262

(Continued)

DOCUMENT NO. 114142 AND SAID LOTS 11 THROUGH 17, BOTH INCLUSIVE BEING VACATED IN BOOK 966, PAGE 295, IN COOK COUNTY, ILLINOIS. AND LOT 10 TOGETHER WITH LOT 11 (EXCEPT THE WEST 17.50 FEET THEREOF) IN BLOCK 2 IN DES PLAINES CENTER, A SUBDIVISION IN THE EAST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 1927 AS DOCUMENT NO. 9618025 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 2, 2002 AS DOCUMENT NUMBER 0021079499, AND AS AMENDED FROM TIME TO TIME WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. PARCEL 2: THE EXCLUSIVE RIGHT OF USE OF LIMITED COMMON ELEMENTS KNOWN AS GARAGE SPACE G-27 AND STORAGE SPACE S-27. 09-17-402-181-1022.

The Real Property or its address is commonly known as 1476 PERRY ST UNIT 402, DES PLAINES, IL 60016. The Real Property tax identification number is 09-17-402-181-1022.

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 **\$95,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$95,000.00** at any one time.

As of **March 9, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.250%**.

**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

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Loan No: 00414511566262

(Continued)

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 MARCH 9, 2006.**

BORROWER:

X *Michael J. Sobczyk*  
MICHAEL J SOBCZYK, Individually

GRANTOR:

X *Michael J. Sobczyk*  
MICHAEL J SOBCZYK, Individually

LENDER:

X *Celeste Hays*  
Authorized Signer

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## MODIFICATION AGREEMENT

Loan No: 00414511566262

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### INDIVIDUAL ACKNOWLEDGMENT

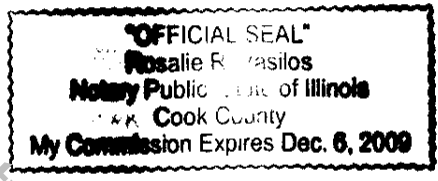
STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **MICHAEL J SOBCZYK**, 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 9 day of March, 2009.

By Rosalie R. Masilos Residing at Elk Grove, IL

Notary Public in and for the State of IL  
 My commission expires 12/6/09



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## MODIFICATION AGREEMENT

Loan No: 00414511566262

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
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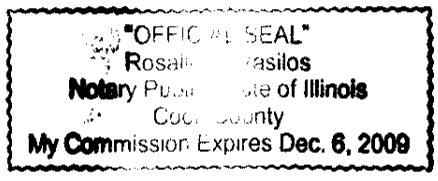
On this day before me, the undersigned Notary Public, personally appeared **MICHAEL J SOBCZYK**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9 day of March, 2008.

By Rosalie Rosillos Residing at Elk St - Vly

Notary Public in and for the State of IL

My commission expires 12/6/09



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## MODIFICATION AGREEMENT (Continued)

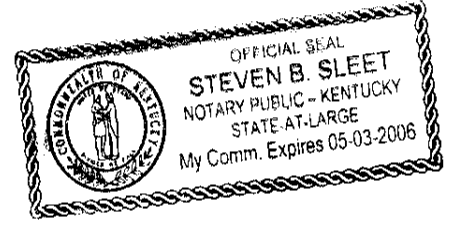
Loan No: 00414511566262

### LENDER ACKNOWLEDGMENT

STATE OF Kentucky

COUNTY OF Fayette

)  
) SS  
)

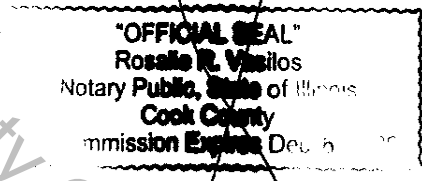


On this 30<sup>th</sup> day of March, 2006 before me, the undersigned Notary Public, personally appeared Celeste Hays and known to me to be the person authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and 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 Lexington KY

Notary Public in and for the State of Kentucky

My commission expires 5-03-06



Clerk's Office