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Doc#: 0611453152 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/24/2006 09:28 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



4163579+6 00414511650742
FINLEY, EDDIE
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

COLLEEN GIBSON, PROCESSOR
20 S CLINTON AVE
ROCHESTER, NY 14604

414511650742

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 4, 2006, is made and executed between EDDIE F FINLEY and SANDRA K FINLEY, whose addresses are 254 COVE DR, FLOSSMOOR, IL 60422 and 254 COVE DR, FLOSSMOOR, IL 60422 (referred to below as "Borrower"), EDDIE F FINLEY, whose address is 254 COVE DR, FLOSSMOOR, IL 60422 and SANDRA K FINLEY, whose address is 254 COVE DR, FLOSSMOOR, IL 60422; HUSBAND AND WIFE, JOINT TENANTS (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (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 **September 12, 2005**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 12, 2005** and recorded on **October 3, 2005** in Recording/Instrument Number **0527616104**, 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:

Parcel ID Number: 32-18-217-014-0000

LOT 14 IN ROBERTS COVE SUBDIVISION BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 1988 AS DOCUMENT NO. 88-326-554, ALL IN COOK COUNTY, ILLINOIS. 32-18-217-014-0000.

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511650742

(Continued)

The Real Property or its address is commonly known as 254 COVE DR, CHICAGO HEIGHTS, IL 60422. The Real Property tax identification number is 32-18-217-014-0000.

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 **\$125,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$125,000.00** at any one time.

As of **April 4, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.510%**.

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, novation or partial release of the Equity Line Agreement secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Credit Line Agreement, 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.

APPLICABLE LAW. Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 85 incorporates Ohio law.

BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS

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MODIFICATION AGREEMENT

Loan No: 414511650742

(Continued)

MODIFICATION AGREEMENT IS DATED APRIL 4, 2006.

BORROWER:

x Eddie Finley
EDDIE F FINLEY, Individually

x Sandra Finley
SANDRA K FINLEY, Individually

GRANTOR:

x Eddie Finley
EDDIE F FINLEY, Individually

x Sandra Finley
SANDRA K FINLEY, Individually

LENDER:

x Russ Bradley
Authorized Signer

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MODIFICATION AGREEMENT

Loan No: 414511650742

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **EDDIE F FINLEY and SANDRA K FINLEY, HUSBAND AND WIFE, JOINT TENANTS**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, to the uses and purposes therein mentioned.

Given under my hand and official seal this 4TH day of APRIL, 2006.

By Durinda T. Brown

Residing at 2170 N. CLYBORN

Notary Public in and for the State of ILLINOIS

My commission expires 04-15-08

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

Loan No: 414511650742

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **EDDIE F FINLEY and SANDRA K FINLEY, HUSBAND AND WIFE, JOINT TENANTS**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of APRIL, 2006.

By Durinda T Brown

Residing at 2170 N. Clybourn

Notary Public in and for the State of ILLINOIS

My commission expires 04-15-06

County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

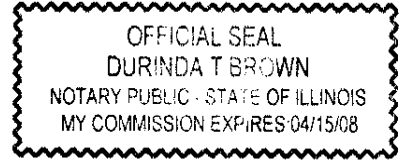
Loan No: 414511650742

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

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On this 4TH day of APRIL, 2006 before me, the undersigned Notary Public, personally appeared RONALD H. BRADLEY and known to me to be the LENDER, 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 Durinda T. Brown

Residing at 2170 N. Clyburn

Notary Public in and for the State of ILLINOIS

My commission expires 04-15-08

Notary Public of Cook County Clerk's Office