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Doc#: 0611706066 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/27/2006 11:14 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



3446006+5 00414511451454
SMITH, CARMEN
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

LAURA ANDERSON, DOC PREP SPECIALIST
1870 E SKY HARBOR CIRCLE SOUTH SUITE 200
PHOENIX, AZ 85034

00414511451454

MODIFICATION AGREEMENT *Married

THIS MODIFICATION AGREEMENT dated March 14, 2006, is made and executed between CARMEN JOHN SMITH and BARBARA A SMITH, whose addresses are 4637 WOLF RD, WESTERN SPRINGS, IL 60558 and 4637 WOLF RD, WESTERN SPRINGS, IL 60558 (referred to below as "Borrower"), CARMEN JOHN SMITH AND BARBARA A SMITH, HIS WIFE IN JOINT TENANCY whose address is 4637 WOLF RD, WESTERN SPRINGS, IL 60558 (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 22, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 22, 2003** and recorded on **December 22, 2003** in book **999999**, on page **9999**, in Recording/Instrument Number **0335603014**, 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: 18-05-317-010-0000
LOT 15 IN BLOCK 14 IN RIDGE ACRES, A SUBDIVISION OF ALL OF THAT PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT-OF-WAY OF CHICAGO, BURLINGTON AND QUINCY RAILROAD, EXCEPTING BLOCKS 50, 51, 52 AND 52 IN THE SUBDIVISION OF THE WEST HALF

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My
JHK

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 00414511451454

(Continued)

OF SAID SECTION, LOCATED IN WESTERN SPRINGS, COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4637 WOLF RD, WESTERN SPRINGS, IL 60558. The Real Property tax identification number is 18-05-317-010-0000.

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 **\$85,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$85,000.00** at any one time.

As of **March 14, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.25%**.

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.

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MODIFICATION AGREEMENT

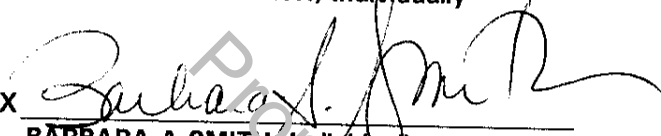
Loan No: 00414511451454

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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 14, 2006.

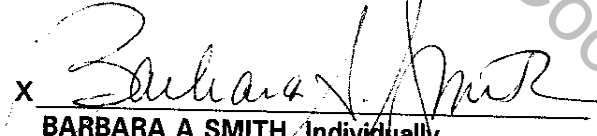
BORROWER:

X 
CARMEN JOHN SMITH, Individually

X 
BARBARA A SMITH, Individually

GRANTOR:

X 
CARMEN JOHN SMITH, Individually

X 
BARBARA A SMITH, Individually

LENDER:

X 
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00414511451454

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
)

On this day before me, the undersigned Notary Public, personally appeared **CARMEN JOHN SMITH**, 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.

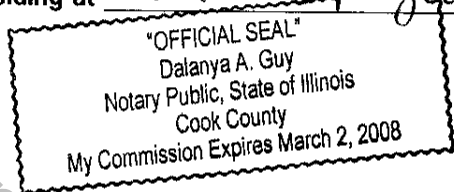
Given under my hand and official seal this 14th day of March, 2006.

By Dalanya A. Guy

Residing at 145. Dalany...

Notary Public in and for the State of IL

My commission expires 3/2/08



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MODIFICATION AGREEMENT

Loan No: 00414511451454

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF WIN)

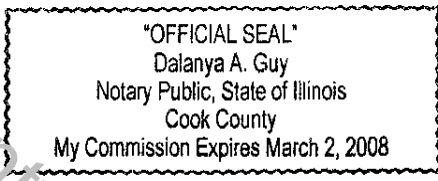
On this day before me, the undersigned Notary Public, personally appeared **BARBARA A SMITH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 14th day of March, 2006.

By DGA MS Residing at 14 S. Hayes Rd

Notary Public in and for the State of IL

My commission expires 3/2/08



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MODIFICATION AGREEMENT (Continued)

Loan No: 00414511451454

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF COOK)

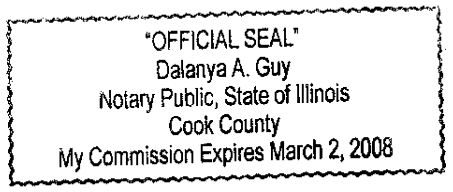
On this day before me, the undersigned Notary Public, personally appeared **CARMEN JOHN SMITH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 14th day of March, 2006.

By JGA mg Residing at 14 S. Dearborn

Notary Public in and for the State of IL

My commission expires 3/2/08



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MODIFICATION AGREEMENT

Loan No: 00414511451454

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

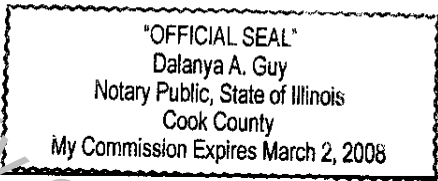
On this day before me, the undersigned Notary Public, personally appeared **BARBARA A SMITH**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 14th day of March, 2006.

By JS A MS Residing at 14 S. August

Notary Public in and for the State of IL

My commission expires 3/2/08



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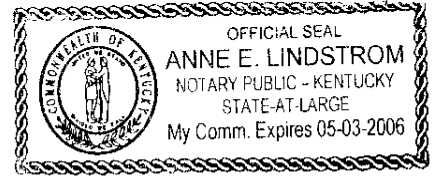
MODIFICATION AGREEMENT

Loan No: 00414511451454

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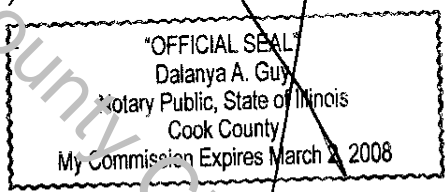
LENDER ACKNOWLEDGMENT

STATE OF Kentucky)
)
 COUNTY OF Fayette) SS
)



On this 5th day of April, 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 [Signature] Residing at FAYETTE COUNTY
 Notary Public in and for the State of KENTUCKY
 My commission expires 5-3-06



Cook County Clerk's Office