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Doc#: 0612322041 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/03/2006 11:28 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



4375696+2 00429258642793  
MILLER, JOSEPHINE  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

LISA GALLEGOS, DOC PREP SPECIALIST  
1820 E SKY HARBOR CIRCLE SOUTH  
PHOENIX, AZ 85034

00429258642793

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 6, 2006, is made and executed between JOSEPHINE B MILLER and ROBERT A WEBSTER, whose addresses are 823 LINDEN AVE, OAK PARK, IL 60302 and 823 LINDEN AVE, OAK PARK, IL 60302 (referred to below as "Borrower"), JOSEPHINE B MILLER and ROBERT A WEBSTER, HER HUSBAND, JOINT TENANCY, whose address is 823 LINDEN AVE, OAK PARK, IL 60302 (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 23, 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 23, 2003** and recorded on **October 31, 2003** in Recording/Instrument Number **0330439058**, 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 19 IN BLOCK "B" IN CARSON'S SECOND ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF BLOCK 1 ALL OF BLOCKS 2, 3, AND 4 IN L. AND W.F. REYNOLD'S COLUMBIAN ADDITION TO OAK PARK, A SUBDIVISION OF LOTS 1, 2, AND 3 IN CIRCUIT COURT PARTITION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, AND THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, ALL IN TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 16-06-401-021-0000.

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P.S.  
J.W.

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

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(Continued)

The Real Property or its address is commonly known as 823 LINDEN AVE, OAK PARK, IL 60302. The Real Property tax identification number is 16-06-401-021-0000.

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 **\$200,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$200,000.00** at any one time.

As of **April 3, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.76%**.

**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: 00429258642793

(Continued)

MODIFICATION AGREEMENT IS DATED APRIL 6, 2006.

**BORROWER:**

X Josephine B Miller  
JOSEPHINE B MILLER, Individually

X Robert Webster  
ROBERT A WEBSTER, Individually

**GRANTOR:**

X Josephine B Miller  
JOSEPHINE B MILLER, Individually

X Robert Webster  
ROBERT A WEBSTER, Individually

**LENDER:**

X Dominic Moore  
Authorized Signer

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## MODIFICATION AGREEMENT (Continued)

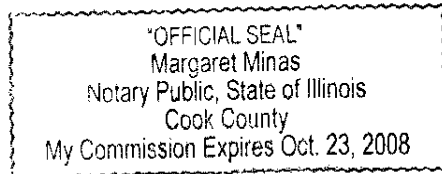
Loan No: 00429258642793

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook )

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On this day before me, the undersigned Notary Public, personally appeared **JOSEPHINE B MILLER**, 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 6 day of April, 2006.

By Margaret Minas Residing at Oak Park

Notary Public in and for the State of Illinois

My commission expires 10-23-2008

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

Loan No: 00429258642793

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook )

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) **SS**  
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On this day before me, the undersigned Notary Public, personally appeared **ROBERT A WEBSTER**, 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 6 day of April, 2006.

By Margaret Minas Residing at Oak Park

Notary Public in and for the State of Illinois

My commission expires 10-23-2008

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 00429258642793

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook )

)  
) **SS**  
)

"OFFICIAL SEAL"  
 Margaret Minas  
 Notary Public, State of Illinois  
 Cook County  
 My Commission Expires Oct. 23, 2008

On this day before me, the undersigned Notary Public, personally appeared **JOSEPHINE B MILLER**, 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 6 day of April, 20 06.

By Margaret Minas Residing at Oak Park

Notary Public in and for the State of Illinois

My commission expires 10-23-2008

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 00429258642793

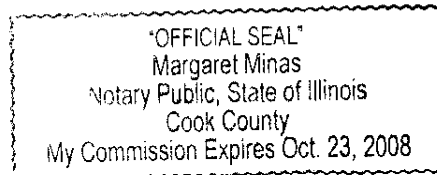
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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared **ROBERT A WEBSTER**, 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 6 day of April, 2006.

By Margaret Minas Residing at Oak Park

Notary Public in and for the State of Illinois

My commission expires 10-23-2008

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## MODIFICATION AGREEMENT

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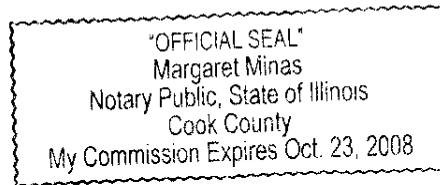
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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook )

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On this 6 day of April, 2006 before me, the undersigned Notary Public, personally appeared Dorian C. Moore and known to me to be the Vice President, 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 Margaret Minas Residing at Oak Park

Notary Public in and for the State of Illinois

My commission expires 10-23-2008

Property of Cook County Clerk's Office