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Doc#: 0618711002 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/06/2006 09:19 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:

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



4453570+2 00449228105667

SAKOUFAKIS, TOM
DEED OF TRUST / MORTGAGE

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

VALERIE JARAMILLO, DOC PREP SPECIALIST
1820 E SKY HARBOR CIRCLE SOUTH
PHOENIX, AZ 85034

00449228105667

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated June 7, 2006, is made and executed between TOM SAKOUFAKIS, whose address is 1250 S MICHIGAN AVE, CHICAGO, IL 60607 (referred to below as "Borrower"), TOM SAKOUFAKIS AND HELEN SAKOUFAKIS, HUSBAND AND WIFE, whose address is 1250 S MICHIGAN AVE, CHICAGO, IL 60607 (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 April 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 April 12, 2005 and recorded on April 12, 2005 in Recording/Instrument Number 0510247044, 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: 17-22-101-031-0000
PARCEL ONE: UNIT 1408 AND P-301 IN MICHIGAN AVENUE TOWER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0506227076, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED

yes
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yes
en

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PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS; AND PARCEL TWO: EXCLUSIVE USE FOR STORAGE PURPOSES IN AND TO STORAGE SPACE S-197, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS; AND PARCEL THREE: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS ONE AND TWO, AS SET FORTH IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1250 S MICHIGAN AVE, CHICAGO, IL 60607. The Real Property tax identification number is 17-22-101-031-0000.

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 **\$100,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$100,000.00** at any one time.

As of **June 7, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.5%**.

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.

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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 MODIFICATION AGREEMENT IS DATED JUNE 7, 2006.

BORROWER:

X *Tom Sakoufakis*
TOM SAKOUFAKIS, Individually

GRANTOR:

X *Tom Sakoufakis*
TOM SAKOUFAKIS, Individually

X *Helen Sakoufakis*
HELEN SAKOUFAKIS, Individually

LENDER:

X *[Signature]*
Authorized Signer

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MODIFICATION AGREEMENT

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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 **TOM SAKOUFAKIS**, 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 7 day of June, 2006.

By Frances R. Altieri Residing at Northbrook
 Notary Public in and for the State of IL



My commission expires 4-3-2010

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MODIFICATION AGREEMENT

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

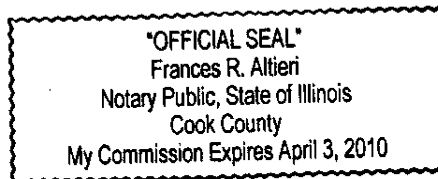
On this day before me, the undersigned Notary Public, personally appeared **TOM SAKOUFAKIS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 7 day of June, 2006.

By Frances R. Altieri
 Notary Public in and for the State of IL

Residing at Northbrook

My commission expires 4-3-2010



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INDIVIDUAL ACKNOWLEDGMENT

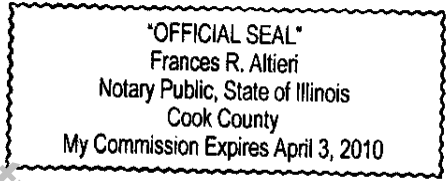
STATE OF IL)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **HELEN SAKOUFAKIS**, 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 7 day of June, 2006.

By Frances R. Altieri Residing at Northbrook
 Notary Public in and for the State of IL

My commission expires 4-3-2010



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(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this June day of 2006 before me, the undersigned Notary Public, personally appeared TOM CANZONARI 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 Frances R. Altieri Residing at Northbrook

Notary Public in and for the State of IL

My commission expires 4-3-2010



Cook County Clerk's Office