

# UNOFFICIAL COPY



Doc#: 0618849042 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/07/2006 01:10 PM 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



4430120+2 00447021009546  
PRATT, RALPH  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ARDELL M. SCOTT, DOC PREP SPECIALIST  
1820 E. SKY HARBOR CIRCLE SOUTH STE. 200  
PHOENIX, AZ 85034

447021009546

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 24, 2006, is made and executed between RALPH E PRATT and LORRAINE A PRATT, whose addresses are 9194 SOUTH ROAD, PALOS HILLS, IL 60465 and 9194 SOUTH ROAD, PALOS HILLS, IL 60465 (referred to below as "Borrower"), RALPH E PRATT and LORRAINE A PRATT, HIS WIFE, JOINT TENANCY, whose address is 9194 SOUTH ROAD, PALOS HILLS, IL 60465 (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 **August 10, 2005**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **August 10, 2005** and recorded on **August 25, 2005** in Recording/Instrument Number **0523705176**, 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:

UNIT NUMBER 9194E IN WOODS EDGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF CERTAIN PARTS OF LOT "A" (EXCEPT THAT PART FALLING ON KEANE AVENUE) IN MCGRATH AND AHERN SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (HEREINAFTER REFERRED TO AS PARCEL) WHICH SURVEY IS ATTACHED AS EXHIBIT "B" AND "C" TO DECLARATION MADE BY AETNA STATE BANK, A CORP OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 6, 1976, AND KNOWN AS TRUST NUMBER 102109

508  
304  
R.B.  
J.W.

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RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, AS DOCUMENT 23667055 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE SAID PARCEL, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS. 23-22-200-034-1023.

The Real Property or its address is commonly known as 9194 SOUTH ROAD, PALOS HILLS, IL 60465. The Real Property tax identification number is 23-22-200-034-1023.

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 **\$34,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$34,000.00** at any one time.

As of **May 24, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **1.26%**.

**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,

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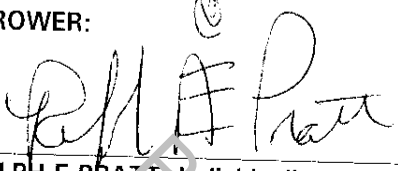
## MODIFICATION AGREEMENT (Continued)

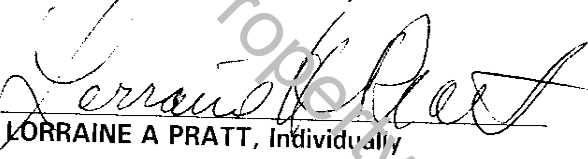
Loan No: 447021009546

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.

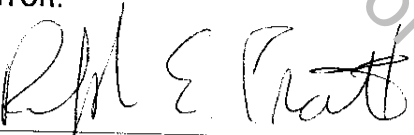
**BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED MAY 24, 2006.**

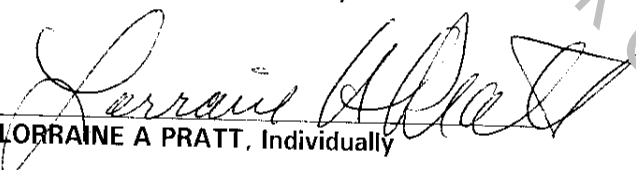
**BORROWER:**

X   
RALPH E PRATT, Individually

X   
LORRAINE A PRATT, Individually

**GRANTOR:**

X   
RALPH E PRATT, Individually

X   
LORRAINE A PRATT, Individually

**LENDER:**

X   
Authorized Signer DESHAWNTA TICHENOR

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## MODIFICATION AGREEMENT (Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF FL )  
 )  
 COUNTY OF COOK ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **RALPH E PRATT and LORRAINE A PRATT**, 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 24 day of May, 2009.

By [Signature] Residing at Plainfield

Notary Public in and for the State of COOK

My commission expires 11-20-09



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## MODIFICATION AGREEMENT

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
 )

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Given under my hand and official seal this 24 day of May, 2006.

By [Signature] Residing at Plainfield

Notary Public in and for the State of IL

My commission expires 11-20-07



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### LENDER ACKNOWLEDGMENT

STATE OF KY )

COUNTY OF Fayette )

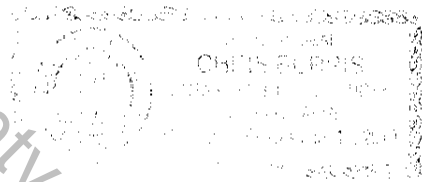
) SS

On this 6 day of June, 2008 before me, the undersigned Notary Public, personally appeared DESHAWNTA TICHENOR 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 Chris Burri Residing at Fayette Co, NY

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



PROPERTY OF COOK COUNTY CLERK'S OFFICE