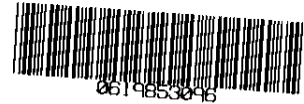


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Doc#: 0619853096 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2006 09:57 AM Pg: 1 of 6

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



3758102+4 00412530055931
ADAMS, PHYLLIS
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

JASON NAPARALLA, DOC PREP SPECIALIST
1820 EAST SKY HARBOR CIRCLE SOUTH
PHOENIX, AZ 85034

412530055931

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 13, 2006, is made and executed between PHYLLIS ADAMS and MICHAEL J ADAMS, whose addresses are 845 HIGHLAND AVE, OAK PARK, IL 60304 and 845 HIGHLAND AVE, OAK PARK, IL 60304 (referred to below as "Borrower"), PHYLLIS ADAMS and MICHAEL J ADAMS, WIFE AND HUSBAND, TENANTS BY THE ENTIRETY, whose address is 845 HIGHLAND AVE, OAK PARK, IL 60304 (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 July 24, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated July 24, 2004 and recorded on August 10, 2004 in Recording/Instrument Number 0422316262, 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:

THE SOUTH 26.85 FEET OF LOT 6 IN THE RESUBDIVISION OF LOTS 18 TO 29 INCLUSIVE WITH ALLEY ABUTTING SAID LOTS IN BLOCK 1, IN WILSON'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 16-17-125-034-0000.

The Real Property or its address is commonly known as 845 HIGHLAND AVE, OAK PARK, IL 60304. The Real Property tax identification number is 16-17-125-034-0000.

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3-4
MAY
P-16
17/10

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 412530055931

(Continued)

Page 2

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 **\$60,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$60,000.00** at any one time.

As of **May 13, 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.

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 13, 2006.

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MODIFICATION AGREEMENT

(Continued)

Loan No: 412530055931

BORROWER:

X Phyllis Adams
PHYLLIS ADAMS, Individually

X Michael Adams
MICHAEL J ADAMS, Individually

GRANTOR:

X Phyllis Adams
PHYLLIS ADAMS, Individually

X Michael Adams
MICHAEL J ADAMS, Individually

LENDER:

X Steven B. Sleet
Authorized Signer

Steven B Sleet

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 412530055931

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF COOK) SS
)

On this day before me, the undersigned Notary Public, personally appeared **PHYLLIS ADAMS** and **MICHAEL J ADAMS**, 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 15th day of May, 2006.

By Sandra Martinez Residing at 6948 W Cermak

Notary Public in and for the State of Illinois

My commission expires July 16 2008



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

(Continued)

Loan No: 412530055931

INDIVIDUAL ACKNOWLEDGMENT

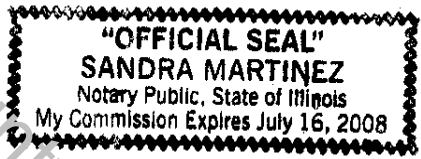
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **PHYLLIS ADAMS** and **MICHAEL J ADAMS**, 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 15 day of May, 2006.

By Sandra Martinez Residing at 6948 W Cermak
 Notary Public in and for the State of Illinois

My commission expires July 16 2008



County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 412530055931

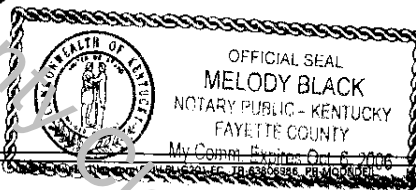
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LENDER ACKNOWLEDGMENT

STATE OF Kentucky)
) SS
 COUNTY OF Fayette)

On this 13th day of May, 2006 before me, the undersigned Notary Public, personally appeared Steven B. Sreet 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 Melody Black Residing at Fayette Co
 Notary Public in and for the State of Kentucky MELODY BLACK
 My commission expires 10-06-2009



Clerk's Office