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Doc#: 0622311085 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/11/2006 12:51 PM 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



2608180+3 00414511214553  
GRAFFIA, RAYMOND  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ED PECK, PROCESSOR  
23 CLINTON AVE S #3  
ROCHESTER, NY 14604

414511214553

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 25, 2006, is made and executed between RAYMOND J GRAFFIA JR and BONITA E GRAFFIA, whose addresses are 1531 N DOVER CT, ARLINGTON HEIGHTS, IL 60004 and 1831 N DOVER CT, ARLINGTON HEIGHTS, IL 60004 (referred to below as "Borrower"), RAYMOND J GRAFFIA JR, whose address is 1831 N DOVER CT, ARLINGTON HEIGHTS, IL 60004 and BONITA E GRAFFIA, whose address is 1831 N DOVER CT, ARLINGTON HEIGHTS, IL 60004; HIS WIFE, AS JOINT TENANTS (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, 2001, (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, 2001 and recorded on August 28, 2001 in Recording/Instrument Number 0010796999, 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: 03-21-117-004

LOT 6 IN DOVER COURT, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Handwritten signature and date: 8-11-06

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

Loan No: 414511214553

(Continued)

The Real Property or its address is commonly known as 1831 N DOVER CT, ARLINGTON HEIGHTS, IL 60004. The Real Property tax identification number is 03-21-117-004.

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 **\$300,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$300,000.00** at any one time.

As of **July 25, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.63%**.

**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: 414511214553

(Continued)

MODIFICATION AGREEMENT IS DATED JULY 25, 2006.

**BORROWER:**

X Raymond J Graffia  
RAYMOND J GRAFFIA JR, Individually

X Bonita E. Graffia  
BONITA E GRAFFIA, Individually

**GRANTOR:**

X Raymond J Graffia  
RAYMOND J GRAFFIA JR, Individually

X Bonita E. Graffia  
BONITA E GRAFFIA, Individually

**LENDER:**

X Verone A Hampton  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511214553

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **RAYMOND J GRAFFIA JR**, 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 25<sup>th</sup> day of July, 2006.

By Verone A Hauptly Residing at Arbington Heights, IL

Notary Public in and for the State of Illinois

My commission expires 9/23/08



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511214553

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **BONITA E GRAFFIA**, 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 25<sup>th</sup> day of July, 2006.

By Verone A Hauptly Residing at Arlington Heights, IL

Notary Public in and for the State of Illinois

My commission expires 9/23/08



Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511214553

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

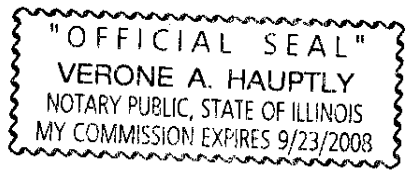
On this day before me, the undersigned Notary Public, personally appeared **RAYMOND J GRAFFIA JR**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 25<sup>th</sup> day of July, 2006.

By Verone A Hauptly Residing at Arlington Hts. IL

Notary Public in and for the State of Illinois

My commission expires 9/23/08



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## MODIFICATION AGREEMENT

Loan No: 414511214553

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **BONITA E GRAFFIA**, 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 25th day of July, 2006.

By Verone A Hauptly Residing at Arlington Hts, IL

Notary Public in and for the State of Illinois

My commission expires 9/23/08



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## MODIFICATION AGREEMENT

Loan No: 414511214553

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

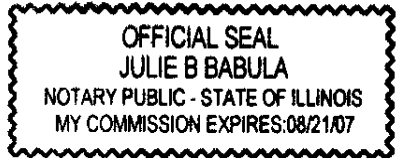
COUNTY OF Cook ) SS )

On this 25th day of July, 2006 before me, the undersigned Notary Public, personally appeared Verone Hauptly 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 Julie B. Babula  
Notary Public in and for the State of Illinois

Residing at 1 N. Dunton, Arlington Hts.

My commission expires 8/21/07



Notary of Cook County Clerk's Office