



Doc#: 0623011020 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/18/2006 10:16 AM Pg: 1 of 7

7/19/06

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



3946141+2
MC FARLAND, DANIEL
MODIFICATION AGREEMENT

00414511597786

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

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

414511597786

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 20, 2006, is made and executed between DANIEL J MC FARLAND, whose address is 110 MANCHESTER DR, BARRINGTON, IL 60010 (referred to below as "Borrower"), DANIEL J MC FARLAND and SANDRA M MC FARLAND, HUSBAND AND WIFE, BY TENANCY BY THE ENTIRETY, whose address is 110 MANCHESTER DR, BARRINGTON, IL 60010 (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 February 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 February 10, 2005 and recorded on March 3, 2005 in Recording/Instrument Number 0506212056, 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: 01-12-307-001-0000
LOT 21 IN AMENDED THE OAKS OF BARRINGTON, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 23, 1998 AS DOCUMENT NUMBER 08061593, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 110 MANCHESTER DR, BARRINGTON, IL

BATCH

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D-7
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JA

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

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Loan No: 414511597786

(Continued)

60010. The Real Property tax identification number is 01-12-307-001-0000.

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 **\$180,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$180,000.00** at any one time.

As of **July 20, 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 endorser 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 JULY 20, 2006.


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MODIFICATION AGREEMENT

Loan No: 414511597786

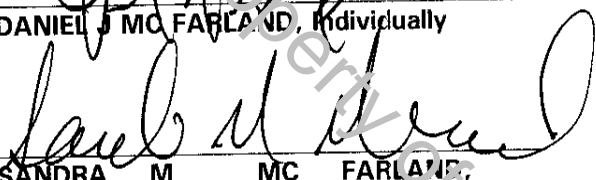
(Continued)

BORROWER:

X 
 DANIEL J MC FARLAND, Individually

GRANTOR:

X 
 DANIEL J MC FARLAND, Individually

X 
 SANDRA M MC FARLAND,
 Individually

LENDER:

X _____
 Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511597786

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this day before me, the undersigned Notary Public, personally appeared **DANIEL J MC FARLAND**, 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 20 day of July, 2006.

By [Signature] Residing at [Signature]

Notary Public in and for the State of Illinois

My commission expires 10/26/08

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511597786

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **DANIEL J MC FARLAND**, 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 20 day of July, 2006.

By *[Signature]* Residing at *[Signature]*

Notary Public in and for the State of Illinois

My commission expires 10/26/08

Property of
 County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511597786

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **SANDRA M MC FARLAND**, 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 20 day of July, 2006.

By *[Signature]* Residing at *[Address]*

Notary Public in and for the State of Illinois

My commission expires 10/30/08

Property of [Signature] County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

Loan No: 414511597786

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 20 day of July, 06 before me, the undersigned Notary Public, personally appeared _____ 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 [Signature] Residing at [Signature]
Notary Public in and for the State of Illinois
My commission expires 10/26/06

County Clerk's Office