## **UNOFFICIAL COPY**

RDEO MAIL TO:

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



Doc#: 0623722128 Fee: \$36.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/25/2006 03:54 PM Pg: 1 of 7

4516646+2 HANSON, BRUCE MODIFICATION AGREEMENT FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

Christian Nunez, Processor (.0 S. Clinton Ave Rochestar, NY 14604

429237277177

#### MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 31, 2006, is rnade and executed between BRUCE HANSON, whose address is 727 HICKORY ST, LEMONT, IL 60439-4204 (referred to below as "Borrower"), BRUCE HANSON, whose address is 727 HICKORY ST, LEMONT, IL 60439-4204 and JOANNE HANSON, HIS WIFE, whose address is 727 HICKORY ST, LEMONT, IL 60439-4204; JUNIT TENANCY (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lenger").

#### RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated February 25, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 25, 2004 and recorded on April 9, 2004 in Recording/Instrument Number 0410008094, 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: 22-29-218-012-0000

LOT 25 IN THE RESUBDIVISION OF BLOCK 8 OF DOWNES ADDITION TO THE VILLAGE OF LEMONT, A SUBDIVISION IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. 22-29-218-012-0000.

The Real Property or its address is commonly known as 727 HICKORY ST, LEMONT, IL 60439-4204.

46,50

Sy Dr Smy

0623722128 Page: 2 of 7

# **UNOFFICIAL COPY**

#### MODIFICATION AGREEMENT

Loan No: 429237277177 (Continued)

Page 2

The Real Property tax identification number is 22-29-218-012-0000.

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 \$50,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$50,000.00 at any one time.

As of July 31, 2006 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be -0.26%.

CONTINUING VALIDAY. 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. Plothing 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 Norgage 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 Mouification 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.

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: JPN.organ 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, P.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 31, 2006.

0623722128 Page: 3 of 7

## **UNOFFICIA**

## MODIFICATION AGREEMENT

Loan No: 429237277177

(Continued)

Page 3

**BORROWER:** 

**GRANTOR:** 

BRUCE HANSON, Individually

JØANNE HANSON, Individually

LENDER:

RM. WITHAM

Clark's Office

0623722128 Page: 4 of 7

Page 4

# **UNOFFICIAL COPY**

MODIFICATION AGREEMENT

9237277177 (Continued)		
INDIVIDUAL ACKNOWLEDGMENT		
Defore mo, the undersigned Notary Public, personally appeared BRUCE HANSON, to me known to idual described in and who executed the Modification Agreement, and acknowledged that he or she Modification as his or her free and voluntary act and deed, for the uses and purposes therein my hand and official seal this 315+ day of July 2006.  Am Alwarada Residing at Chicago  Cofficial Seal This and Manager Cofficial Seal of This and Manager Commence of This are the seasons and the commence of t		
Defore me, the undersigned Notary Public, personally appeared BRUCE HANSON, to me known idual described in and who executed the Modification Agreement, and acknowledged that he or s Modification as his or her free and voluntary act and deed, for the uses and purposes there may hand and official seal this 3/5+ day of July, 2006.  A M. Alwarawa Residing at Characteristics in and for the State of Illianis		

0623722128 Page: 5 of 7

Page 5

# **UNOFFICIAL COPY**

MODIFICATION AGREEMENT
(Continued)

Loan No: 429237277177 (Contin	ued)	
INDIVIDUAL ACKNOWLEDGMENT		
COUNTY OF	) ) SS ) Dersonally appeared BRUCE HANSON, to me known to diffication Agreement, and acknowledged that he or she ary act and deed, for the uses and purposes therein day of	
	T'S OFFICE	

0623722128 Page: 6 of 7

**NOTARY PUBLIC - STATE OF ILLINOIS** 

C/O/A/S O/A/CO

## UNOFFICIA

#### MODIFICATION AGREEMENT

Page 6 (Continued) Loan No: 429237277177 INDIVIDUAL ACKNOWLEDGMENT ) SS COUNTY OF \_\_COOK ) On this day before me, the undersigned Notary Public, personally appeared JOANNE HANSON, 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 315+ day of JU/ Residing at \_\_( OFFICIAL SEAL My commission expires May 30, 2010 ADA M ALVARADO

0623722128 Page: 7 of 7

#### **UNOFFICIAL COPY**

Loan No: 429237277177	MODIFICATION AGREEMENT (Continued)	Page 7	
LENDER ACKNOWLEDGMENT			
country of Jayett	sky 1ss 18 1 of August 2000 Cobert Witham	OFFICIAL SEAL SHAWNA KAY DEBECK NOTARY PUBLIC - KENTUCKY STATE-AT-LARGE My Comm. Expires Jan. 20, 2010	
acknowledged said instrument to the Lender through its board of	agent for the Lender that executed the be the free and voluntary act and deed directors or otherwise, for the uses and rized to execute this said instrument.	within and foregoing instrument and of the said Lender, duly authorized by	
By Shauna Hau Notary Public in and for the State	0 k. i4	lexineston, Ky	
My commission expires <u>U</u>	75		
LASER PRO Lending, Ver. 5,19 40.06	Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved ILI/OH P\cfib1\Juser	GIT-FILPL(Q20).PC TR-SE102882 PR-MODHELIL	
		_	