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Doc#: 0625117008 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/08/2006 09:15 AM 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



3984617+4 00414511609125
LEEDS, GLORIA
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:
TRISTA HECKMAN, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511609125

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated August 10, 2006, is made and executed between SETH LEEDS and GLORIA LEEDS, whose addresses are 7744 N SHERIDAN RD APT 5, CHICAGO, IL 60626 and 7744 N SHERIDAN RD APT 5, CHICAGO, IL 60626 (referred to below as "Errorover"), SETH LEEDS, whose address is 7744 N SHERIDAN RD APT 5, CHICAGO, IL 60626 and GLORIA LEEDS, whose address is 7744 N SHERIDAN RD APT 5, CHICAGO, IL 60626; HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY (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 **March 24, 2005**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 24, 2005** and recorded on **April 6, 2005** in Recording/Instrument Number **0509613018**, 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:

TAX ID 11-29-101-032-1021 & 11-29-101-032-1042

UNITS 37 AND T5 IN THE LAKEVIEW POINTE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 1: LOTS 1 TO 7 INCLUSIVE (EXCEPT THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 7; THENCE EAST 51.94 FEET; THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID LOT 7, 38.61 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE WEST TO THE

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Loan No: 414511609125

(Continued)

NORTH WEST CORNER THEREOF; THENCE SOUTH ON THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING) IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON, BEING A SUBDIVISION OF LOTS 44 TO 46 IN LOWENMEYER'S LAKESIDE TERRACE ADDITION TO EVANSTON, ALSO OF LOTS 1, 2 (EXCEPT THE WEST 20 FEET OF SAID LOT 2) IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON ALSO THE VACATED PART OF SHERIDAN ROAD DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF LOT 1 IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO THE SOUTH WEST CORNER OF LOT 44 IN LOWENMEYER'S LAKESIDE TERRACE ADDITION TO EVANSTON; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 44 TO THE NORTH WEST CORNER THEREOF; THENCE WEST IN A STRAIGHT LINE TO THE NORTH EAST CORNER OF LOT 2 IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING ALL IN THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, PARCEL 2: THAT PART OF LOT 7 IN FERGUSON BIRCH PARK ADDITION TO EVANSTON DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EAST 51.94 FEET; THENCE NORTHERLY ON A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 7, 38.61 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING; IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PARCEL 3 ALL THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY, LYING NORTH OF THE NORTH LINE OF LOTS 1 TO 7, BOTH INCLUSIVE, IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON, AFORESAID, WHICH LIES WEST OF THE WEST LINE OF N. SHERIDAN ROAD EXTENDED NORTH AND EAST OF THE WEST LINE OF LOT 7, EXTENDED NORTH, IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON. WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0030097477, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7744 N SHERIDAN RD APT 5, CHICAGO, IL 60626. The Real Property tax identification number is 11-29-101-032-1021 & 11-29-101-032-1042.

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 **\$200,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$200,000.00** at any one time.

As of **August 10, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **1.000%**.

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

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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 AUGUST 10, 2006.


BORROWER:

x 
SETH LEEDS, Individually

x 
GLORIA LEEDS, Individually

GRANTOR:

x 
SETH LEEDS, Individually

x 
GLORIA LEEDS, Individually

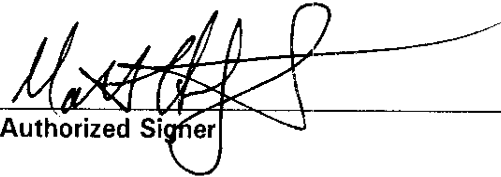
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LENDER:

X 
 Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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"OFFICIAL SEAL"
 Matthew Hetzler
 Notary Public, State of Illinois
 Cook County
 My Commission Expires December 6, 2009

On this day before me, the undersigned Notary Public, personally appeared **SETH LEEDS**, 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 10 day of August, 2006.

By  Residing at Evanston

Notary Public in and for the State of IL

My commission expires 12/6/2009

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511609125

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **GLORIA LEEDS**, 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 10 day of August, 2006.

By [Signature] Residing at Evanston

Notary Public in and for the State of IL

My commission expires 12/6/2009

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MODIFICATION AGREEMENT

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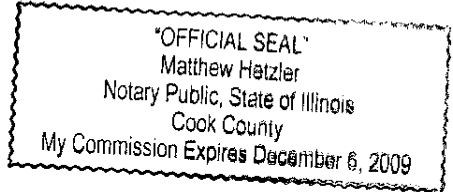
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **SETH LEEDS**, 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 10 day of August, 20 06.

By *Matthew Hatzler* Residing at Evanston

Notary Public in and for the State of IL

My commission expires 12/6/2009

Property of Cook County Clerk's Office

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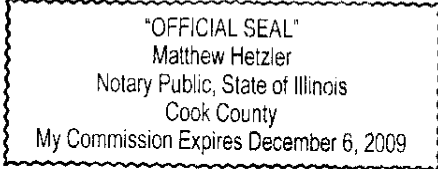
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **GLORIA LEEDS**, 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 10 day of August, 2006.

By *Matthew Hetzler* Residing at Evanston

Notary Public in and for the State of IL

My commission expires 12/6/2009

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LENDER ACKNOWLEDGMENT

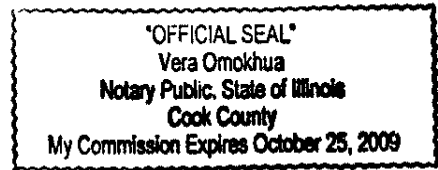
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 10 day of August, 2006 before me, the undersigned Notary Public, personally appeared Matthew Hezler 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 VERA OMKHUA  Residing at Evanston

Notary Public in and for the State of IL

My commission expires OCT 25TH 2009



Cook County Clerk's Office