

# UNOFFICIAL COPY



Doc#: 0626354056 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/20/2006 12:37 PM Pg: 1 of 7

## WHEN RECORDED MAIL TO:

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



3707658+3

06414511529526

WHITE, ERIC  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

TVESHA HOLLAND, PROCESSOR  
111 E WISCONSIN AVENUE  
MILWAUKEE, WI 53202

414511529526

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 24, 2006, is made and executed between ERIC WHITE, whose address is 3525 N SHEFFIELD AVE UNIT G, CHICAGO, IL 60657 (referred to below as "Borrower"), ERIC WHITE, whose address is 3525 N SHEFFIELD AVE UNIT G, CHICAGO, IL 60657 and JANET WHITE, whose address is 3525 N SHEFFIELD AVE UNIT G, CHICAGO, IL 60657; HUSBAND AND WIFE, 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 **June 21, 2004**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **June 21, 2004** and recorded on **July 21, 2004** in Recording/Instrument Number **0420348149**, 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: 14-20-404-043-1001

PARCEL 1: UNIT G IN THE 3525 NORTH SHEFFIELD CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 15 1/2 FEET OF LOT 14 AND THE NORTH HALF OF LOT 15 IN BLOCK 1 IN CANNELL'S SHEFFIELD AVENUE ADDITION, BEING A SUBDIVISION OF LOT 1 (EXCEPT THE EAST 102.9 FEET THEREOF) IN COURT PARTITION OF THE NORTH THREE FOURTHS OF THE EAST HALF OF THE SOUTHEAST QUARTER

34  
3.c  
my  
p-7  
g/w

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

Page 2

Loan No: 414511529526

(Continued)

OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020371558 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-G, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, IN COOK COUNTY, ILLINOIS. 14-20-404-043-1001.

The Real Property or its address is commonly known as 3525 N SHEFFIELD AVE, CHICAGO, IL 60657. The Real Property tax identification number is 14-20-404-043-1001.

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 **\$75,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$75,000.00** at any one time.

As of **July 24, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.760%**.

**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 charges 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.

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

Page 3


Loan No: 414511529526

(Continued)

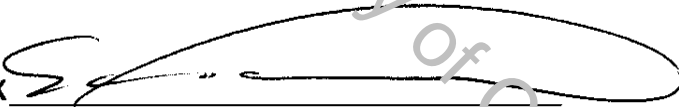
**APPLICABLE LAW.** Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 85 incorporates Ohio law.

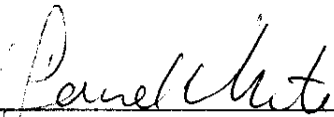
**BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED JULY 24, 2006.**

**BORROWER:**


X   
ERIC WHITE, Individually

**GRANTOR:**

X   
ERIC WHITE, Individually

X   
JANET WHITE, Individually

**LENDER:**

X   
Authorized Signer

Carolyn D Johnson  
JPMorgan Chase Bank, N.A.  
P.O. Box 11606  
Lexington, KY 40576

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

Page 4

Loan No: 414511529526

(Continued)

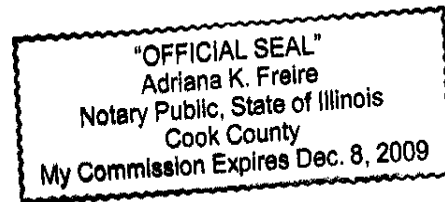
**INDIVIDUAL ACKNOWLEDGMENT**STATE OF ILLINOIS

)

) SS

COUNTY OF COOK

)



On this day before me, the undersigned Notary Public, personally appeared **ERIC WHITE**, 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 24 day of July, 20 06.

By

Adriana K. Freire

Residing at

3032-N. Clark / Chase BankNotary Public in and for the State of ILLINOISMy commission expires 12-08-09

Property of Cook County Clerk's Office

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

Page 5

Loan No: 414511529526

(Continued)

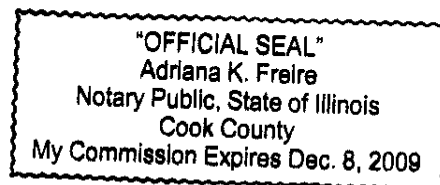
**INDIVIDUAL ACKNOWLEDGMENT**STATE OF ILLINOIS

)

) SS

COUNTY OF COOK

)



On this day before me, the undersigned Notary Public, personally appeared **ERIC WHITE**, 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 24 day of July, 2006.

By

Residing at

3032 - N - Clark / Chase Bank
Notary Public in and for the State of ILLINOISMy commission expires 12/08/09

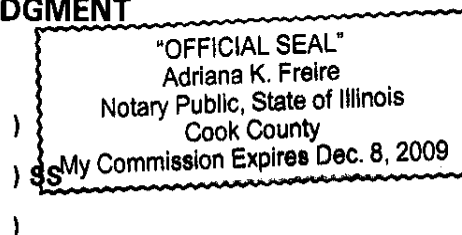
Property of Cook County Clerk's Office

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

Page 6

Loan No: 414511529526

(Continued)

**INDIVIDUAL ACKNOWLEDGMENT**STATE OF ILLINOISCOUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **JANET WHITE**, 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 24 day of July, 2006.

By Adriana K. Freire Residing at 3032 - N - Clark / Chase Park

Notary Public in and for the State of ILLINOIS

My commission expires 12/08/09

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

Page 7

Loan No: 414511529526

(Continued)

**LENDER ACKNOWLEDGMENT**

STATE OF

Kentucky

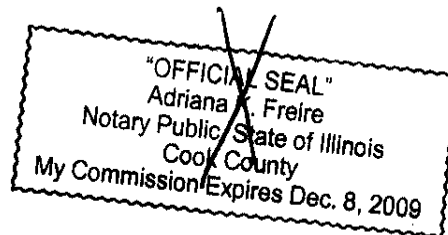
COUNTY OF

Fayette

)

) SS

)



On this 22<sup>nd</sup> day of August, 2009, before me, the undersigned Notary Public, personally appeared Carolyn D. Johnson and known to me to be the JP Morgan Chase, 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

Celeste Hays

Residing at

Berlington, Ky

Notary Public in and for the State of

Ky

My commission expires

5-2-2010