

# UNOFFICIAL COPY



Doc#: 0627066099 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/27/2006 08:40 AM Pg: 1 of 5

## WHEN RECORDED MAIL TO:

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



4010487+3

00414511607986

FOR RECORDER'S USE ONLY

MCGILVRAY, MARY  
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

SYLVIA BANKS, PROCESSOR  
111 E WISCONSIN AVENUE  
MILWAUKEE, WI 53202

00414511607986

## MODIFICATION AGREEMENT

*\*Unmarried*

THIS MODIFICATION AGREEMENT dated July 22, 2006, is made and executed between ~~MARY F~~ MARY F MCGILVRAY, whose address is 3243 N LAKEWOOD AVE, CHICAGO, IL 60657 (referred to below as "Borrower"), MARY F MCGILVRAY, whose address is 3243 N LAKEWOOD AVE, CHICAGO, IL 60657; A SINGLE PERSON (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 April 19, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 19, 2005 and recorded on May 9, 2005 in Recording/Instrument Number DOC #0512917015, 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: 14-20-327-006-0000

LOT 7 IN BLOCK 6 IN WILLIAM J GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY FOR THE CHICAGO EVANSTON AND LAKE SUPERIOR RAILROAD, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3243 N LAKEWOOD AVE, CHICAGO, IL

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(Continued)

60657. The Real Property tax identification number is 14-20-327-006-0000.

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 **\$250,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$250,000.00** at any one time.

As of **July 22, 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 endorers 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 22, 2006.**

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BORROWER:

X

MARY F MCGILVRAY, Individually

GRANTOR:

X

MARY F MCGILVRAY, Individually

LENDER:

X

Authorized Signer

Stephanie Mauldin

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF

IL

COUNTY OF

Cook

SS

On this day before me, the undersigned Notary Public, personally appeared **MARY F MCGILVRAY**, 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 22<sup>ND</sup> day of JULY, 20 06.

By

Omar Ortiz

Residing at

1240 W Belmont

Notary Public in and for the State of

IL

My commission expires

09/02/09



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(Continued)

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF

IL

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) SS

COUNTY OF

COOK

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On this day before me, the undersigned Notary Public, personally appeared **MARY F MCGILVRAY**, 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 22<sup>ND</sup> day of July, 2006.

By

Omar Ortiz

Residing at

1240 W Belmont

Notary Public in and for the State of

IL

My commission expires

09/02/09

County Clerk's Office

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(Continued)

**LENDER ACKNOWLEDGMENT**

STATE OF

Kentucky

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) SS

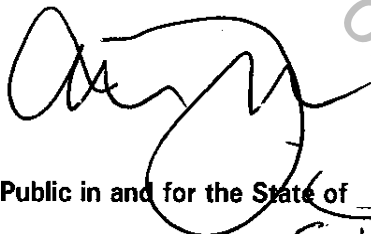
COUNTY OF

Fayette

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On this 22 day of August, 2008, before me, the undersigned Notary Public, personally appeared Stephanie Maudin and known to me to be the JP Morgan Chase Bank NA, 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



AARON ZAMORA

Residing at

Fayette County

Notary Public in and for the State of

Ky

My commission expires

8-1-09