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Doc#: 0628313039 Fee: \$36.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 10/10/2006 10:45 AM 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

00449228309244

FOR RECORDER'S USE ONLY

4588333+2 CHUNG, JOHN

MODIFICATION AGREEMENT

This Modification Agreement prepared by:

LAURA ANDERSON, PROCESSOR 1820 E SKY HARBOR CIRCLE SOUTH SUITE 200 FHOENIX, AZ 85034

00449228309244

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated September 15, 2006, is made and executed between JOHN CHUNG, whose address is 1101 S STATE ST APT 2002, CHICAGO, IL 50605 (referred to below as "Borrower"), JOHN CHUNG A MARRIED PERSON AND JAMI CHUNG, A MARR'ED PERSON, whose address is 1101 S STATE ST APT 2002, CHICAGO, IL 60605 (referred to below as "Grant or"), 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 May 13, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated May 13, 2005 and recorded on October 11, 2005 in book 00000, in Recording/Instrument Number 0528445131, 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: 17-15-308-027-1040, 17-15-308-026-0000

PARCEL A: UNIT H-2002 AND PARKING SPACE P-186, IN STATE PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 244 S. FOCUMENT 0434410057, AS AMENDED

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SY MY PM RY.

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MODIFICATION AGREEMENT

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FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COUNTY, ILLINOIS, PARCEL B: EASEMENTS FOR THE BENEFIT OF PARCEL A AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT RECORDED DECEMBER 9, 2004 AS DOCUMENT NUMBER 0434410056 MADE BY STATE STREET ASSOCIATES, LLC, AN ILLINOIS LIMITED HOW COMPANY, AS DECLARANT, FOR INGRESS AND EGRESS, STRUCTURAL SUPPORT, MAINTENANCE, ENCROACHMENTS AND USE OF COMMON WALLS CEILINGS AND FLOORS OVER AND ACROSS THE RETAIL PROPERTY AS MORE FULLY DESCRIBED THEREIN AND ACCORDING TO THE TERMS SET FORT THEREIN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1101 S STATE ST APT 2002, CHICAGO, IL 60605. The Real Property tax identification number is 17-15-308-027-1040, 17-15-308-026-0000.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lander hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to \$58,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$58,000.00 at any one time.

As of September 15, 2006 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be 0.5%.

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 snall constitute a satisfaction, novation or partial release of the Equity Line Agreement secured by the Morrgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, make's 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 by 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.

IDENTITY OF ORIGINAL LENDER. Unless Lender or a predecessor in interest purchased the Porrower'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 Bark 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

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MODIFICATION AGREEMENT

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(Continued)

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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 SEPTEMBER 15, 2006.

BORROWER:

JOHN CHUNG, Indicadual

GRANTOR:

JOHN CHUNG, Individually

JAMI CHUNG, Individually

LENDER:

Authorized Signer

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MODIFICATION AGREEMENT

Page 4 Loan No: 00449228309244 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF Ilian'S)) SS COUNTY OF CAAK) On this day before me, the undersigned Notary Public, personally appeared JOHN CHUNG, 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 orficiel seal this 15th day of September, 2006. By Huy Tran Residing at 850 S Wabash Notary Public in and for the State of Illineis "OFFICIAL SEAL" **Huy Tran** My commission expires 50/y 12, 2010 Notary Public, State of Illinois **Cook County** My Commission Expires July 12, 2010 Clort's Office

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MODIFICATION AGREEMENT

Loan No: 00449228309244	(Continued)
INC	DIVIDUAL ACKNOWLEDGMENT
STATE OF Illiquis)
COUNTY OF Caak) SS
the individual described in and who e signed the Modification as his or he	ad Notary Public, personally appeared JOHN CHUNG , to me known to be executed the Modification Agreement, and acknowledged that he or she refree and voluntary act and deed, for the uses and purposes therein this
By Hoy Tran Notary Public in and for the State of _ My commission expires	Residing at 850 S. Wabash Illingis "OFFICIAL SEAL" Huy Tran Notary Public, State of Illinois Cook County My Commission Expires July 12, 2010
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MODIFICATION AGREEMENT

Page 6 (Continued) Loan No: 00449228309244 INDIVIDUAL ACKNOWLEDGMENT STATE OF Illinois)) SS COUNTY OF __Cook) On this day before me, the undersigned Notary Public, personally appeared JAMI CHUNG, 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. 15th day of September, 2006. Given under my hand and official seal this Residing at "OFFICIAL SEAL" Notary Public in and for the State of **Huy Tran** My commission expires July 12 m 2019 Notary Public, State of Illinois **Cook County** My Commission Expires July 12, 2010 C/O/7/5 O/F/CO

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MODIFICATION AGREEMENT Page 7 Loan No: 00449228309244 (Continued) LENDER ACKNOWLEDGMENT STATE OF Illinois) \$\$ COUNTY OF _ Cook) On this _______ day of _______ september _______, 206 ______ before me, the undersigned Notary Public, personally appraised _________ and known to me to be the __________ Personal Backer, 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. Residing at 850 S. Wabash Notary Public in and for the State of J \(\(\infty\) My commission expires Dec 74, 2008 "OFFICIAL SEAL" Patrick M. Lee Notary Public, State of Illinois My Commission Expires Dec. 21, 2008

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