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Doc#: 0628512047 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/12/2006 01:07 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:

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



3492023+4
JAMES, JEFFREY
MODIFICATION AGREEMENT

00414511467687

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ROXANNE OCHOA, PROCESSOR
1820 E SKY HARBOR CIRCLE SOUTH
PHOENIX, AZ 85034

00414511467687

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated August 31, 2006, is made and executed between JEFFREY L JAMES and SAMANTHA F JAMES, whose addresses are 8224 44TH PL, LYONS, IL 60534 and 8224 44TH PL, LYONS, IL 60534 (referred to below as "Borrower"), JEFFREY L JAMES AND SAMANTHA F JAMES, HUSBAND AND WIFE, TENANTS BY THE ENTIRETY, whose address is 3224 44TH PL, LYONS, IL 60534 (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 **November 15, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **November 15, 2003** and recorded on **January 13, 2004** in Recording/Instrument Number **0401316463**, 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:

ALL OF LOT 24 AND THE WEST 1/2 OF LOT 25 IN BLOCK 5 IN ARTHUR T MCINTOSH'S LAWNDALE AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 50 ACRES AND THE EAST 33 FEET THEREOF) IN COOK COUNTY, ILLINOIS. 18-02-407-059-0000.

The Real Property or its address is commonly known as 8224 44TH PL, LYONS, IL 60534. The Real Property tax identification number is 18-02-407-059-0000.

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P-6
B/W

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 00414511467687

(Continued)

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 **August 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 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 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 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 31, 2006.

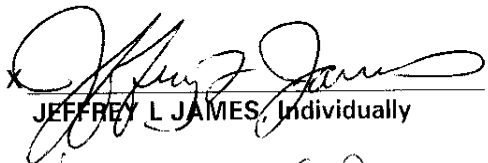
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MODIFICATION AGREEMENT

Loan No: 00414511467687

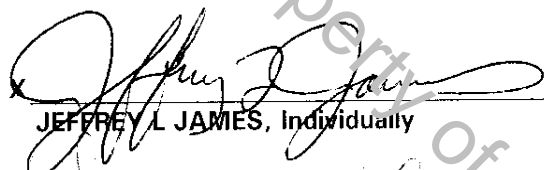
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BORROWER:

X 
JEFFREY L JAMES, Individually

X 
SAMANTHA F JAMES, Individually

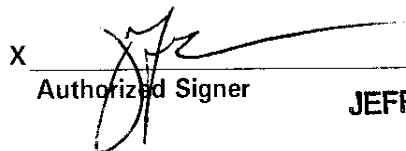
GRANTOR:

X 
JEFFREY L JAMES, Individually

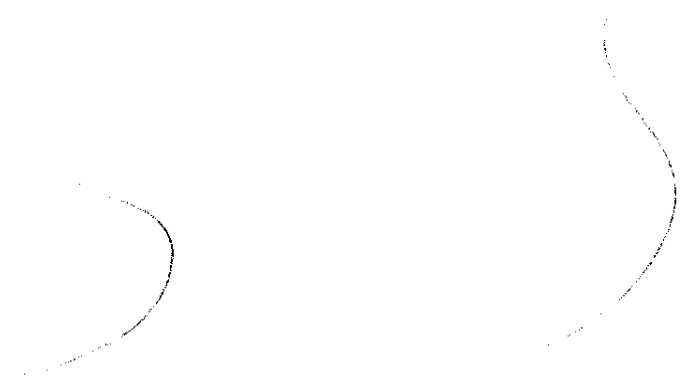
X 
SAMANTHA F JAMES, Individually

LENDER:

JPMorgan Chase Bank, NA

X 
Authorized Signer JEFF FRENCH

Property of Cook County Clerk's Office



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MODIFICATION AGREEMENT

Loan No: 00414511467687

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill.)
) SS
 COUNTY OF Cook)

"OFFICIAL SEAL"
 Steven Nielson
 Notary Public, State of Illinois
 Cook County
 My Commission Expires May 13, 200

On this day before me, the undersigned Notary Public, personally appeared **JEFFREY L JAMES** and **SAMANTHA F JAMES**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.


Given under my hand and official seal this 31 day of August, 2007.

By Steven Nielson Residing at 14 S. La Grange Rd

Notary Public in and for the State of Ill.

My commission expires 5-13-08

Property of Cook County Clerk's Office




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MODIFICATION AGREEMENT

Loan No: 00414511467687

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INDIVIDUAL ACKNOWLEDGMENT

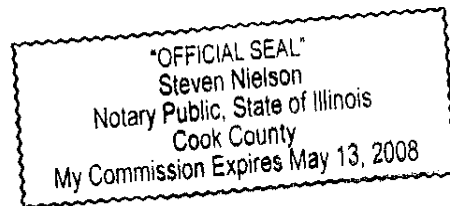
STATE OF

Ill.

)

) SS

)



COUNTY OF

Cook

On this day before me, the undersigned Notary Public, personally appeared **JEFFREY L JAMES and SAMANTHA F JAMES**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this

31

day of

August

, 20

07

By

STEVEN NIELSEN

Residing at

145 Lakeway Rd

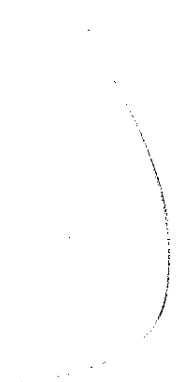
Notary Public in and for the State of

Ill.

My commission expires

5-13-08

Property of Cook County Clerk's Office



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MODIFICATION AGREEMENT

Loan No: 00414511467687

(Continued)

LENDER ACKNOWLEDGMENT

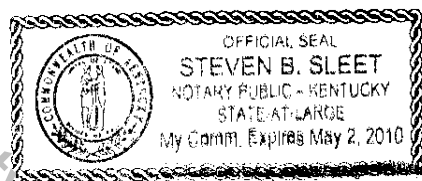
STATE OF KENTUCKY)
) SS
 COUNTY OF FAYETTE)

On this 14 day of SEPTEMBER, 2006 before me, the undersigned Notary Public, personally appeared JEFF FRENCH 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 [Signature] Residing at Fayette Co

Notary Public in and for the State of KENTUCKY

My commission expires 5-2-2010



COOK COUNTY CLERK'S OFFICE

PROPERTY of Cook County Clerk's Office