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Cook County Recorder of Deeds
Date: 10/24/2006 10:14 AM Pg: 1 of 9

WHEN RECORDED MAIL TO:

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



364745+3
MATIAS-AREIZAGA, MARIA
MODIFICATION AGREEMENT

00414830011312

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ELENA MAGER, PROCESSOR
208 CLINTON AVE
ROCHESTER, NY 14604

414830011312

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated September 15, 2006, is made and executed between MARIA MATIAS-AREIZAGA and NOEL AREIZAGA, whose addresses are 2046 N LAPORTE AVE, CHICAGO, IL 60639 and 2046 N LAPORTE AVE, CHICAGO, IL 60639 (referred to below as "Borrower"), NOEL AREIZAGA, whose address is 2046 N LAPORTE AVE, CHICAGO, IL 60639 and MARIA MATIAS-AREIZAGA who acquired title as MARIA MATIAS, whose address is 2046 N LAPORTE AVE, CHICAGO, IL 60639; 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 **March 27, 2006**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 27, 2006** and recorded on **April 18, 2006** in Recording/Instrument Number **0610812101**, 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: 13-33-227-018-0000

LOT 5 (EXCEPT THE NORTH 8 FEET 4 INCHES) AND THE NORTH 12 1/2 FEET OF LOT 6 IN BLOCK 20 IN CHICAGO LAND INVESTMENTS CO.'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 13-33-227-018-0000.

Spq
Jmy

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The Real Property or its address is commonly known as 2046 N LAPORTE AVE, CHICAGO, IL 60639. The Real Property tax identification number is 13-33-227-018-0000.

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 **\$150,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$150,000.00** 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 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 SEPTEMBER 15, 2006.

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(Continued)

LENDER ACKNOWLEDGMENT

STATE OF

Illinois

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COUNTY OF

Cook

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On this 15th day of September, 2006 before me, the undersigned Notary Public, personally appeared Christopher Kendra and known to me to be the Individual, 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

Frank Jacobs

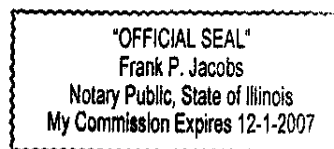
Residing at

1849 W. North Ave

Notary Public in and for the State of

Illinois

My commission expires

12/01/07

UNOFFICIAL COPY



00414830011312



MARIA MATIAS-AREIZAGA

LEGAL DOCUMENTS

CRITICAL

DOCUMENT TYPE SEPARATOR SHEET



KAYCEE ACKAWAY

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(Continued)

BORROWER:

X Maria Matias-Areizaga
MARIA MATIAS-AREIZAGA,
Individually

X Noel Areizaga
NOEL AREIZAGA, Individually

GRANTOR:

X Noel Areizaga
NOEL AREIZAGA, Individually

X Maria Matias-Areizaga, Maria Matias
MARIA MATIAS-AREIZAGA who
acquired title as MARIA MATIAS,
Individually

LENDER:

X Christopher Kendra
Authorized Signer

Christopher Kendra

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(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Illinois

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COUNTY OF

Cook

) SS

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On this day before me, the undersigned Notary Public, personally appeared **MARIA MATIAS-AREIZAGA**, 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 15th day of September, 2006.

By

Frank Jacobs

Residing at

1849 W. North Ave.

Notary Public in and for the State of

Illinois

My commission expires

12/01/07

"OFFICIAL SEAL"

Frank P. Jacobs

Notary Public, State of Illinois

My Commission Expires 12-1-2007

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(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Illinois

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COUNTY OF

Cook

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On this day before me, the undersigned Notary Public, personally appeared **NOEL AREIZAGA**, 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 15th day of September, 20 06.

By

Frank Jacobs

Residing at

1849 W. North Ave.

Notary Public in and for the State of

Illinois

My commission expires

12/01/07

"OFFICIAL SEAL"

Frank P. Jacobs

Notary Public, State of Illinois

My Commission Expires 12-1-2007

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

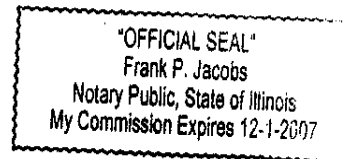
On this day before me, the undersigned Notary Public, personally appeared **NOEL AREIZAGA**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of September, 2006.

By Frank Jacobs Residing at 1849 W. North Ave.

Notary Public in and for the State of Illinois

My commission expires 12/01/07



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(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Illinois

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COUNTY OF

Cook

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On this day before me, the undersigned Notary Public, personally appeared **MARIA MATIAS-AREIZAGA** who acquired title as **MARIA MATIAS**, 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 15th day of September, 20 06.

By

Frank Jacobs

Residing at

1849 W. North Ave

Notary Public in and for the State of

Illinois

My commission expires

12/01/07

"OFFICIAL SEAL"

Frank P. Jacobs

Notary Public, State of Illinois

My Commission Expires 12-1-2007