

# UNOFFICIAL COPY



Doc#: 0630006105 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/27/2006 02:54 PM Pg: 1 of 8

## WHEN RECORDED MAIL TO:

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



4540511+2

00429228308882

BENASSI, LISA  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

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

• 00429228308882

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated August 11, 2006, is made and executed between LISA M BENASSI and DANIEL J BENASSI, whose addresses are 3160 N LINCOLN AVE UNIT 210, CHICAGO, IL 60657 and 3160 N LINCOLN AVE UNIT 210, CHICAGO, IL 60657 (referred to below as "Borrower"), DANIEL J BENASSI, whose address is 3160 N LINCOLN AVE UNIT 210, CHICAGO, IL 60657 and LISA M BENASSI FKA LISA M DASSIE, whose address is 3160 N LINCOLN AVE UNIT 210, CHICAGO, IL 60657; HUSBAND AND WIFE (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 **August 13, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **August 13, 2003** and recorded on **September 3, 2003** in Recording/Instrument Number **0324635230**, 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: 14-29-104-044-1010 & 14-29-104-044-1035

UNIT NUMBER 210 AND PARKING SPACE P2 IN THE LINCOLN THEATER LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN PARTS OF LOTS 1 THROUGH 9, BOTH INCLUSIVE, LOT 41 (EXCEPT THE SOUTH 16 FEET THEREOF), TOGETHER WITH THAT PART OF VACATED ALLEY SOUTH OF AND ADJOINING SAID LOTS 4 AND 5 NORTH OF A LINE DRAWN 16 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE

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SC  
MLY  
P.S.  
D.W.

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Loan No: 00429228308882

(Continued)

OF SAID LOT 41, IN THE SUBDIVISION OF BLOCK 16 IN WILLIAM LILL AND THE HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, 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 00789578, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3160 N LINCOLN AVE UNIT 210, CHICAGO, IL 60657. The Real Property tax identification number is 14-29-104-044-1010 & 14-29-104-044-1035.

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 **\$115,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$115,000.00** at any one time.

As of **August 11, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.250%**.

**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.

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## MODIFICATION AGREEMENT

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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 11, 2006.

BORROWER:

X *Lisa M Benassi*  
LISA M BENASSI, Individually

X *Daniel J Benassi*  
DANIEL J BENASSI, Individually

GRANTOR:

X *Daniel J Benassi*  
DANIEL J BENASSI, Individually

X *Lisa M Benassi*  
LISA M BENASSI FKA LISA M DASSIE, Individually

LENDER:

X *Stephanie Mauldin*  
Authorized Signer

Stephanie Mauldin

JPMorgan Chase Bank, N.A.  
P O Box 11603  
Lexington, KY 40578

Property of Cook County Clerk's Office

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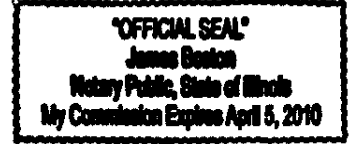
## MODIFICATION AGREEMENT

Loan No: 00429228308882

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
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On this day before me, the undersigned Notary Public, personally appeared **LISA M BENASSI**, 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 11<sup>th</sup> day of August, 2006.

By [Signature]  
 Notary Public in and for the State of Illinois  
 My commission expires 4/5/2010

Residing at 2968 N Lincoln  
Chicago, IL 60657

Cook County Clerk's Office

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## MODIFICATION AGREEMENT

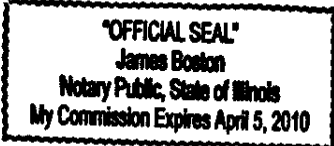
Loan No: 00429228308882

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois  
 COUNTY OF Cook

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 ) SS  
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On this day before me, the undersigned Notary Public, personally appeared **DANIEL J BENASSI**, 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 11<sup>th</sup> day of August, 2006.

By [Signature]  
 Notary Public in and for the State of Illinois  
 My commission expires 4/5/2010

Residing at 2958 N. Lincoln  
Chicago, IL 60657

County Clerk's Office

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## MODIFICATION AGREEMENT

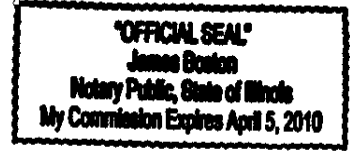
Loan No: 00429228308882

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois  
 COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **DANIEL J BENASSI**, 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 11<sup>th</sup> day of August, 2006.

By [Signature]  
 Notary Public in and for the State of Illinois  
 My commission expires 4/5/2010

Residing at 2968 N. Lincoln  
Chicago, IL 60657

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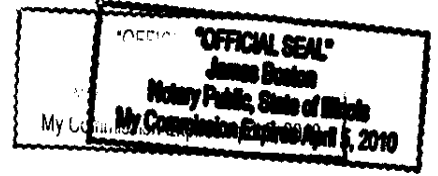
Loan No: 00429228308882

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois  
 COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **LISA M BENASSI FKA LISA M DASSIE**, 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 11<sup>th</sup> day of August, 2006.

By JTB  
 Notary Public in and for the State of Illinois  
 My commission expires 4/5/2010

Residing at 2968 N. Lincoln

Cook County Clerk's Office

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## MODIFICATION AGREEMENT

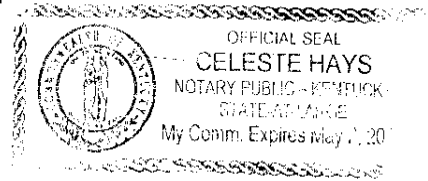
Loan No: 00429228308882

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### LENDER ACKNOWLEDGMENT

STATE OF Kentucky

COUNTY OF Fayette

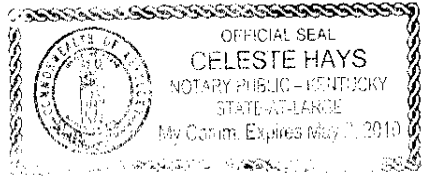


On this 7th day of September, 2006 before me, the undersigned Notary Public, personally appeared Stephanie Mauldin and known to me to be the authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 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 Celeste Hays  
Notary Public in and for the State of KY

Residing at Fayette Co.

My commission expires 5/2/2010



County Clerk's Office