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Doc#: 0631913006 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/15/2006 09:05 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



3611428+3 00414511506802  
ESPARZA, JORGE  
MODIFICATION AGREEMENT

**FOR RECORDER'S USE ONLY**

This Modification Agreement prepared by:

LORRI ALBRIGHT, PROCESSOR  
111 E. WISCONSIN AVENUE  
MILWAUKEE, WI 53202

414511506802

**MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT dated September 20, 2006, is made and executed between JORGE ESPARZA, whose address is 6840 JUNIPER ST, HANOVER PARK, IL 60133 (referred to below as "Borrower"), JORGE ESPARZA, whose address is 6840 JUNIPER ST, HANOVER PARK, IL 60133 and ALMA D MONTIEL, whose address is 6840 JUNIPER ST, HANOVER PARK, IL 60133; 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 20, 2004**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 20, 2004** and recorded on **April 12, 2004** in Recording/Instrument Number **0410315047**, 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: 06-36-216-016-0000

LOT 16 IN BLOCK 16 OF HANOVER PARK ESTATES, A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS, PER PLAT THEREOF RECORDED MAY 16, 1961 AS DOCUMENT 18163596, IN COOK COUNTY, ILLINOIS. 06-36-216-016-0000.

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**UNOFFICIAL COPY****MODIFICATION AGREEMENT**

Loan No: 414511506802

(Continued)

The Real Property or its address is commonly known as 6840 JUNIPER ST, HANOVER PARK, IL 60133. The Real Property tax identification number is 06-36-216-016-0000.

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 **\$70,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$70,000.00** at any one time.

As of **September 20, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.260%**.

**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 lender: 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 20, 2006.**

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## MODIFICATION AGREEMENT

Loan No: 414511506802

(Continued)

**BORROWER:**

X *Jorge Esparza*  
JORGE ESPARZA, Individually

**GRANTOR:**

X *Jorge Esparza*  
JORGE ESPARZA, Individually

X *Alma D Montiel*  
ALMA D MONTIEL, Individually

LENDER: JPMorgan Chase Bank, NA

X *Michael K. Jackson*  
Authorized Signer Michael K Jackson

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511506802

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage

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On this day before me, the undersigned Notary Public, personally appeared **JORGE ESPARZA**, 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 20 day of September, 2006.

By [Signature] Residing at Lombard

Notary Public in and for the State of Illinois

My commission expires 2/17/10

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511506802

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

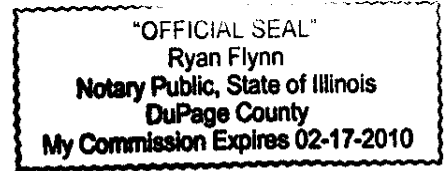
STATE OF Illinois

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COUNTY OF DuPage

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On this day before me, the undersigned Notary Public, personally appeared **JORGE ESPARZA**, 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 20 day of September, 2006.

By [Signature] Residing at Lombard

Notary Public in and for the State of Illinois

My commission expires 2/17/10

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511506802

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this day before me, the undersigned Notary Public, personally appeared **ALMA D MONTIEL**, 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 20 day of September, 2009.

By *[Signature]* Residing at Lombard

Notary Public in and for the State of Illinois

My commission expires 2/17/10

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## MODIFICATION AGREEMENT (Continued)

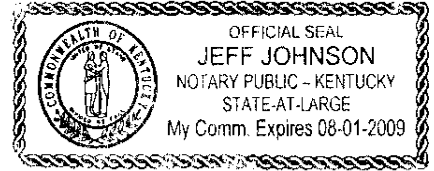
Loan No: 414511506802

### LENDER ACKNOWLEDGMENT

STATE OF Kentucky

COUNTY OF Fayette

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On this 24<sup>th</sup> day of October, 2006 before me, the undersigned Notary Public, personally appeared Michael K Jackson and known to me to be the SIGNER, 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 Jeff Johnson Jeff Johnson Residing at Fayette

Notary Public in and for the State of Ky

My commission expires 08-01-2009

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