

# UNOFFICIAL COPY



Doc#: 0632008171 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/16/2006 01:26 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



2986958+5 00414511317708  
BANGAR, SURINDER  
MODIFICATION AGREEMENT

**FOR RECORDER'S USE ONLY**

This Modification Agreement prepared by:

GIN HAWTHORNE, PROCESSOR  
11 E. WISCONSIN AVE  
MILWAUKEE, WI 53202

414511317708

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 14, 2006, is made and executed between PIARA BANGAR and SURINDER BANGAR, whose addresses are 200 W BERKLEY LN, HOFFMAN ESTATES, IL 60194 and 200 W BERKLEY LN, HOFFMAN ESTATES, IL 60194 (referred to below as "Borrower"), PIARA BANGAR, whose address is 200 W BERKLEY LN, HOFFMAN ESTATES, IL 60194 and SURINDER BANGAR AKA SURINDER BANGER, whose address is 200 W BERKLEY LN, HOFFMAN ESTATES, IL 60194; 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 July 23, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated July 23, 2002 and recorded on August 14, 2002 in Recording/Instrument Number DOC # 0020894502, 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:

TX ID: 07-15-103-022-0000

THE EAST 35.60 FEET AS MEASURED PERPENDICULAR TO EASTERLY LINE OF LOT 4 IN BLOCK 3 OF TOWN AND COUNTRY I AT HOFFMAN ESTATES, BEING A SUBDIVISION OF PART OF THE WEST 25 CHAINS OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN SCHAUMBURG TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1962 AS DOCUMENT NO 18459280 IN THE OFFICE OF

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

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(Continued)

THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS. 07-15-103-022-0000.

The Real Property or its address is commonly known as 200 W BERKLEY LN, HOFFMAN ESTATES, IL 60169. The Real Property tax identification number is 07-15-103-022-0000.

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 **\$157,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$157,000.00** at any one time.

As of **October 14, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.760%**.

**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 OCTOBER 14, 2006.**

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## MODIFICATION AGREEMENT

Loan No: 414511317708

(Continued)

**BORROWER:**

X PIARA BANGAR  
PIARA BANGAR, Individually

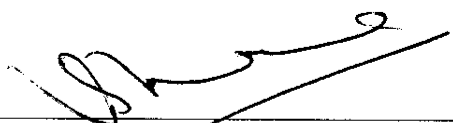
X SURINDER K. BANGAR  
SURINDER BANGAR, Individually

**GRANTOR:**

X PIARA BANGAR  
PIARA BANGAR, Individually

X SURINDER K. BANGAR  
SURINDER BANGAR AKA SURINDER  
BANGAR , Individually

**LENDER:**

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 414511317708

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **PIARA BANGAR**, 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 14<sup>th</sup> day of Oct, 20 06.

By Kamlesh Shah Residing at Streamwood

Notary Public in and for the State of IL

My commission expires 10/18/2009

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT (Continued)

Loan No: 414511317708

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
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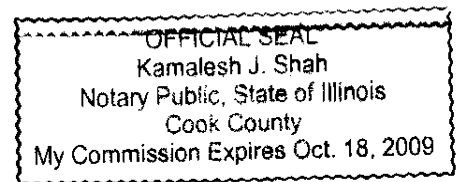
On this day before me, the undersigned Notary Public, personally appeared **SURINDER BANGAR**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14<sup>th</sup> day of Oct, 2006.

By Kamalesh J. Shah Residing at Streamwood

Notary Public in and for the State of IL

My commission expires 10/18/2009



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT (Continued)

Loan No: 414511317708

### INDIVIDUAL ACKNOWLEDGMENT

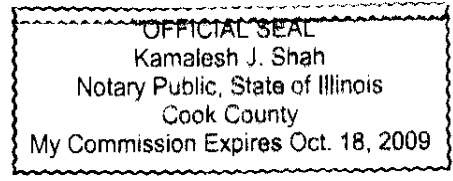
STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **PIARA BANGAR**, 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 14<sup>th</sup> day of Oct, 2006.

By Kamalesh J. Shah Residing at Streamwood

Notary Public in and for the State of IL  
 My commission expires 10/18/2009



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## MODIFICATION AGREEMENT (Continued)

Loan No: 414511317708

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **SURINDER BANGAR AKA SURINDER BANGER**, 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 14<sup>th</sup> day of Oct, 2006.

By Kamlesh Singh Residing at Streamwood

Notary Public in and for the State of IL

My commission expires 10/18/2009

Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT (Continued)

Loan No: 414511317708

### LENDER ACKNOWLEDGMENT

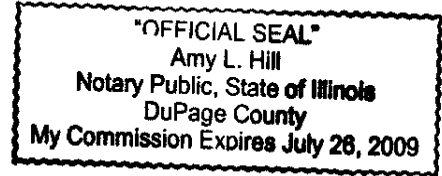
STATE OF Illinois )  
 )  
 COUNTY OF DuPage ) SS  
 )

On this 14 day of October, 2008 before me, the undersigned Notary Public, personally appeared Kamalosh Shah and known to me to be the personal banker, 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 Amy L Hill Residing at Glen Ellyn

Notary Public in and for the State of Illinois

My commission expires July 26, 2009



Notary Public, State of Illinois  
DuPage County Clerk's Office