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Doc#: 0632108049 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/17/2006 12:16 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



4442923+3 00414511700462
TERRY, KERWIN
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

CHRISTINA HRDI, PROCESSOR
111 E. WISCONSIN AVE
MILWAUKEE, WI 53202

00414511700462

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 7, 2006, is made and executed between KERWIN TERRY, whose address is 862 FOREST AVE APT 35, EVANSTON, IL 60202 (referred to below as "Borrower"), KERWIN TERRY, whose address is 862 FOREST AVE APT 35, EVANSTON, IL 60202; A SINGLE PERSON (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 **May 31, 2006**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **May 31, 2006** and recorded on **June 21, 2006** in Recording/Instrument Number **0617202105**, 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: 11-19-403-016-1035

UNIT NO. 35 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 1 IN THE COMMONS OF EVANSTON CONSOLIDATION (AS PER PLAT OF CONSOLIDATION, FILED AND RECORDED ON FEBRUARY 27, 1976, IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23401594, AND IN THE OFFICE OF THE REGISTRAR OF TORRENS TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER LR 2856815) OF LOTS 13 TO 18, BOTH INCLUSIVE, IN BLOCK 9 IN WHITE'S ADDITION TO EVANSON (AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF THE COOK

Handwritten signatures and initials:
SJK
E. Moore
M. J. [unclear]
[unclear]

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(Continued)

COUNTY, ILLINOIS, IN BOOK 4 OF PLATS, PAGE 53), IN FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THAT CERTAIN INSTRUMENT CAPTIONED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR COMMONS OF EVANSTON CONDOMINIUM DEVELOPMENT AND BY-LAWS OF COMMONS OF EVANSTON HOMEOWNERS' ASSOCIATION, A NOT-FOR PROFIT CORPORATION, DATED JUNE 10, 1976, MADE BY FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 16, 1975 AND KNOWN AS TRUST NUMBER R-1851, AND WHICH DECLARATION WAS RECORDED ON JULY 2, 1976, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23545378 AND ALSO FILED JULY 2, 1976, IN THE OFFICE OF THE REGISTRAR OF TORRENS TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR 2879519; AND AS AMENDED BY INSTRUMENT DATED SEPTEMBER 25, 1976 AND RECORDED OCTOBER 29, 1976, IN THE OFFICE, AFORESAID, AS DOCUMENT NUMBER 23692713 AND ALSO FILE OCTOBER 29, 1976, IN THE OFFICE, AFORESAID, AS DOCUMENT NUMBER LR 2903110; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE PARCEL (EXCEPTING FORM THE PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY). IN COOK COUNTY, ILLINOIS. 11-19-403-016-1035.

The Real Property or its address is commonly known as 862 FOREST AVE, EVANSTON, IL 60202. The Real Property tax identification number is 11-19-403-016-1035.

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 **\$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 **October 7, 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

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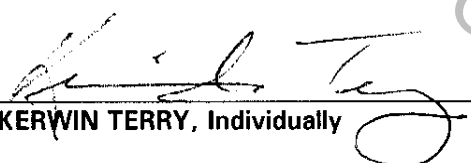
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One, N.A.; Bank One, Arizona, N.A.; Bank One, Colorado, N.A.; Bank One, Illinois, N.A.; Bank One, Indiana, N.A.; Bank One, Kentucky, N.A.; Bank One, Louisiana, N.A.; Bank One, Oklahoma, N.A.; Bank One, Utah, N.A.; Bank One, West Virginia, N.A.; Bank 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.

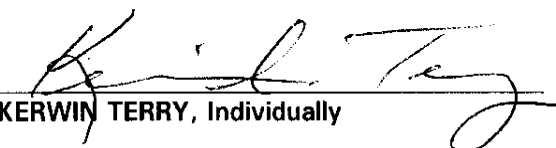
APPLICABLE LAW Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 85 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 7, 2006.

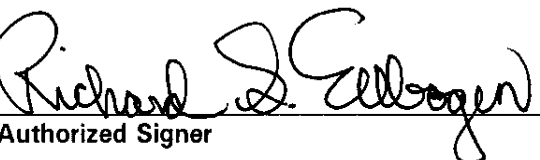
BORROWER:

X 
 KERWIN TERRY, Individually

GRANTOR:

X 
 KERWIN TERRY, Individually

LENDER:

X 
 Authorized Signer

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MODIFICATION AGREEMENT

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INDIVIDUAL ACKNOWLEDGMENT

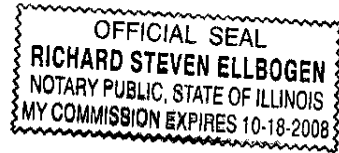
STATE OF Ill)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **KERWIN TERRY**, 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 7 day of October, 2006.

By Richard J. Ellbogen Residing at Chicago, Ill
 Notary Public in and for the State of Ill

My commission expires 10/18/2008



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00414511700462

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

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) SS
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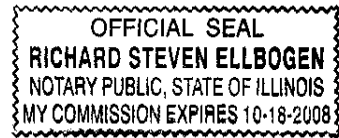
Loan No: 00414511700462

LENDER ACKNOWLEDGMENT

STATE OF Ill)
)
) SS
 COUNTY OF Cook)

On this 1 day of October, before me, the undersigned Notary Public, personally appeared Kerwin Terry 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 Richard S. Ellbogen Residing at Chicago, Ill
 Notary Public in and for the State of Ill
 My commission expires 10/18/2008



Property of Cook County Clerk's Office