

UNOFFICIAL COPY



Doc#: 0632108052 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/17/2006 12:21 PM 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



3963892+3 00414511602199  
VEGA, JESUS  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

STEPHANIE HOOVER, PROCESSOR  
1820 E SKY HARBOR CIR S  
PHOENIX, AZ 85034

00414511602199

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 5, 2006, is made and executed between JESUS VEGA, whose address is 646 E HILLSIDE AVE, BARRINGTON, IL 60010 (referred to below as "Borrower"), JESUS VEGA and GUADALUPE VEGA, HUSBAND AND WIFE, TENANTS BY THE ENTIRETY, whose address is 646 E HILLSIDE AVE, BARRINGTON, IL 60010 (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 February 26, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 26, 2005 and recorded on March 14, 2005 in Recording/Instrument Number 0507322085, 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:

THAT PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LANDWER'S ADDITION TO BARRINGTON, WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE SOUTH 0 DEGREES, 24 MINUTES EAST 1314.73 FEET TO THE NORTH LINE OF HILLSIDE AVENUE, AS PLATTED IN THE VILLAGE OF BARRINGTON, THENCE NORTH 87 DEGREES, 57 MINUTES EAST ALONG SAID NORTH LINE OF STREET 369.7 FEET FOR PLACE OF BEGINNING;

*SVB*  
*BTD*  
*MVP*  
*10/17/06*  
*Gene*

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

Loan No: 00414511602199

(Continued)

THENCE NORTH 0 DEGREES, 24 MINUTES WEST 260 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES WEST 179 FEET; THENCE SOUTH 0 DEGREES 24 MINUTES EAST 265.15 FEET TO THE NORTH LINE OF SAID HILLSIDE AVENUE; THENCE NORTH 87 DEGREES, 57 MINUTES EAST 179 FEET ALONG SAID NORTH LINE OF SAID HILLSIDE AVENUE TO PLACE OF BEGINNING (EXCEPTING THEREFROM THE EAST 29.5 FEET THEREOF, AND EXCEPTING THEREFROM THAT PART OF THE SOUTH 130.0 FEET THEREOF AS MEASURED ALONG THE WEST AND EAST LINES), LYING WEST OF THE EAST 29.5 FEET THEREOF, IN COOK COUNTY, ILLINOIS. 01-01-216-065-0000.

The Real Property or its address is commonly known as 646 E HILLSIDE AVE, BARRINGTON, IL 60010. The Real Property tax identification number is 01-01-216-065-0000.

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 **\$100,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$100,000.00** at any one time.

As of **October 5, 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.

# UNOFFICIAL COPY


## MODIFICATION AGREEMENT (Continued)

Loan No: 00414511602199

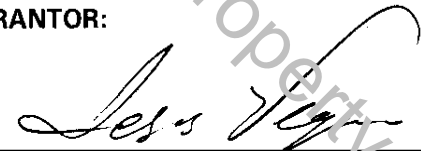
Section 85 incorporates Ohio law.


**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 5, 2006.**

**BORROWER:**

X   
JESUS VEGA, Individually

**GRANTOR:**

X   
JESUS VEGA, Individually

X   
GUADALUPE VEGA, Individually

**LENDER:**

X   
Authorized Signer

Rick Cicillo

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT (Continued)

Loan No: 00414511602199

### INDIVIDUAL ACKNOWLEDGMENT

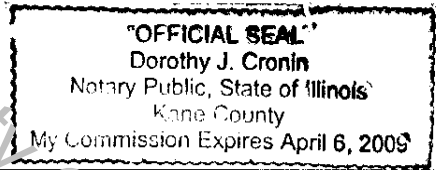
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **JESUS VEGA**, 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 5 day of October, 2006.

By Dorothy J. Cronin Residing at Northbrook, IL  
 Notary Public in and for the State of Illinois

My commission expires 4-6-09



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

Loan No: 00414511602199

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

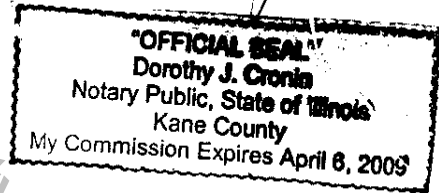
On this day before me, the undersigned Notary Public, personally appeared **JESUS VEGA**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 5 day of October, 2006.

By Dorothy J. Cronin Residing at Heentley, IL

Notary Public in and for the State of Illinois

My commission expires 4-6-09



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT (Continued)

Loan No: 00414511602199

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

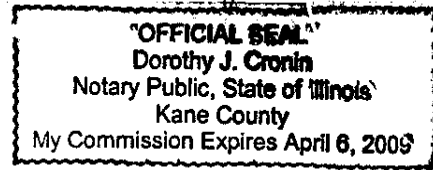
On this day before me, the undersigned Notary Public, personally appeared **GUADALUPE VEGA**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 5 day of October, 2006.

By Dorothy J. Cronin Residing at Heentley, IL

Notary Public in and for the State of Illinois

My commission expires 4-6-09



Property of Cook County Clerk's Office

