

# UNOFFICIAL COPY



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Cook County Recorder of Deeds  
Date: 11/20/2006 10:59 AM Pg: 1 of 5

## WHEN RECORDED MAIL TO:

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

3224286+4 00414511378748  
MEDRANO, RAUL  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

TAMIKA MONROE, PROCESSOR  
1320 E SKY HARBOR CIRCLE SOUTH  
PHOENIX, AZ 85034

414511378748

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated September 28, 2006, is made and executed between RAUL MEDRANO JR, whose address is 2807 N WOLCOTT UNIT H, CHICAGO, IL 60657 (referred to below as "Borrower"), RAUL MEDRANO JR, AN UNMARRIED MAN, whose address is 2807 N WOLCOTT UNIT H, CHICAGO, IL 60657 (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 5, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 5, 2003** and recorded on **March 19, 2003** in Recording/Instrument Number **0030372685**, 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:

UNIT 2807-H IN THE LANDMARK VILLAGE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 2, 3, 5, 6, 7, AND 20 IN LANDMARK VILLAGE UNIT ONE, BEING A RESUBDIVISION OF WILLIAM DEERING'S DIVERSEY AVENUE SUBDIVISION IN THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF VACATED GEORGE STREET LYING SOUTH AND ADJACENT TO SAID LOTS 154 THROUGH 164 AND PART OF LOTS 1 AND 2 IN OWNERS PLAT OF PART OF THE SOUTHWEST 1/4 OF THE

*Handwritten signature*

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NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 28, 1994 AS DOCUMENT 94667604, AS AMENDED FROM TIME TO TIME, AND AMENDED BY AMENDMENTS RECORDED SEPTEMBER 14, 1994 AS DOCUMENT 94812243 AND RECORDED ON NOVEMBER 16, 1994 AS DOCUMENT 949272758, TOGETHER WITH TITS UNDIVIDED PERCENTAGE INTEREST IN THE PARCEL EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS. 14-30-222-173-1104.

The Real Property or its address is commonly known as 2807 N WOLCOTT AVE UNIT H, CHICAGO, IL 60657. The Real Property tax identification number is 14-30-222-173-1104.

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 **\$69,400.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$69,400.00** at any one time.

**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.

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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 28, 2006.

BORROWER:

X [Signature]  
RAUL MEDRANO JR, Individually

GRANTOR:

X [Signature]  
RAUL MEDRANO JR, Individually

LENDER: JPMorgan Chase Bank NA

X [Signature]  
Authorized Signer  
AMY KAUBLE

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared RAUL MEDRANO JR, 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 28 day of September, 2006.

By [Signature] Residing at Chicago, IL  
Notary Public in and for the State of Illinois  
My commission expires April 07, 2009

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## MODIFICATION AGREEMENT

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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 **RAUL MEDRANO JR**, 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 28 day of September, 2006.

By Maria Munoz Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires April 7, 2009

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
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On this 28 day of September, 2008 before me, the undersigned Notary Public, personally appeared Amy Kaubli and known to me to be the Primary 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 Maria Munoz Residing at Chicago, IL  
 Notary Public in and for the State of IL  
 My commission expires April 07, 2009

Cook County Clerk's Office