

UNOFFICIAL COPY



Doc#: 0632847044 Fee: \$56.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/24/2006 08:03 AM Pg: 1 of 17

WHEN RECORDED MAIL TO:

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



3578400+3 00414511489702
BAER, STEVEN
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ELAINE A SIRVIO, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511489702

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 4, 2006, is made and executed between STEVEN A BAER; JOY W BAER; THE STEVEN A BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001; and THE JOY W BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001, whose addresses are 4615 N HERMITAGE AVE, CHICAGO, IL 60640-4505, 4615 N HERMITAGE AVE, CHICAGO, IL 60640-4505, 4615 N HERMITAGE AVE, CHICAGO, IL 60640-4505 and 4615 N HERMITAGE AVE, CHICAGO, IL 60640-4505 (referred to below as "Borrower"), STEVEN A BAER, and JOY W BAER, as Co-Trustees on behalf of THE STEVEN A BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001, whose address is 4615 N HERMITAGE AVE, CHICAGO, IL 60640-4505; and STEVEN A BAER, and JOY W BAER, as Co-Trustees on behalf of THE JOY W BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001, whose address is 4615 N HERMITAGE AVE, CHICAGO, IL 60640-4505; and STEVEN A BAER, whose address is 4615 N HERMITAGE AVE, CHICAGO, IL 60640-4505; JOY W BAER, whose address is 4615 N HERMITAGE AVE, CHICAGO, IL 60640-4505 (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 19, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 19, 2004 and recorded on March 19, 2004 in Recording/Instrument Number 0407916008, 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:

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511489702

(Continued)

TAX ID #14-18-210-014-0000

THE SOUTH 25 FEET OF LOT 16 IN BLOCK 8 IN RAVENSWOOD SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18 AND PART OF SECTION 17 ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 14-18-210-014-0000.

The Real Property or its address is commonly known as 4615 N HERMITAGE AVE, CHICAGO, IL 60640-4505. The Real Property tax identification number is 14-18-210-014-0000.

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 **\$250,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$250,000.00** at any one time.

As of **October 4, 2016** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.250%**.

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

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511489702

(Continued)

MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED OCTOBER 4, 2006.

BORROWER:


X 

STEVEN A BAER, Individually

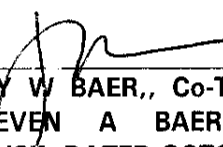
X 

JOY W BAER, Individually

THE STEVEN A BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001


By: 

STEVEN A BAER,, Co-Trustee of
THE STEVEN A BAER REVOCABLE
TRUST, DATED OCTOBER 3, 2001

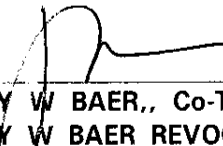
By: 

JOY W BAER,, Co-Trustee of THE
STEVEN A BAER REVOCABLE
TRUST, DATED OCTOBER 3, 2001

THE JOY W BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001

By: 

STEVEN A BAER,, Co-Trustee of
THE JOY W BAER REVOCABLE
TRUST, DATED OCTOBER 3, 2001

By: 

JOY W BAER,, Co-Trustee of THE
JOY W BAER REVOCABLE TRUST,
DATED OCTOBER 3, 2001

Property of Cook County Clerk's Office

UNOFFICIAL COPY


MODIFICATION AGREEMENT

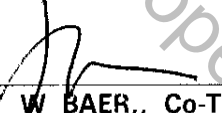
Loan No: 414511489702

(Continued)


GRANTOR:


THE STEVEN A BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001

By: 
STEVEN A BAER,, Co-Trustee of
THE STEVEN A BAER REVOCABLE
TRUST, DATED OCTOBER 3, 2001


By: 
JOY W BAER,, Co-Trustee of THE
STEVEN A BAER REVOCABLE
TRUST, DATED OCTOBER 3, 2001

THE JOY W BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001

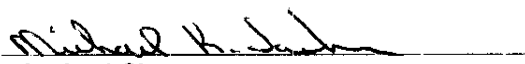
By: 
STEVEN A BAER,, Co-Trustee of
THE JOY W BAER REVOCABLE
TRUST, DATED OCTOBER 3, 2001

By: 
JOY W BAER,, Co-Trustee of THE
JOY W BAER REVOCABLE TRUST,
DATED OCTOBER 3, 2001

X 
STEVEN A BAER, Individually

X 
JOY W BAER, Individually

LENDER:
JPMorgan Chase Bank, NA

X 
Authorized Signer Michael K Jackson

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511489702

(Continued)

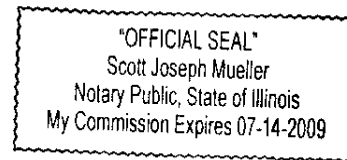
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

)

) SS

)



COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared **STEVEN A BAER**, 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 4 day of October, 2006.

By Stt Mueller Scott Mueller Residing at CHASE BANK

Notary Public in and for the State of ILLINOIS

My commission expires 7/14/2009

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511489702

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

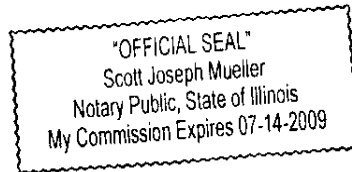
STATE OF ILLINOIS

)

) SS

)

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **JOY W BAER**, 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 4 day of OCTOBER, 2006.

By Scott Mueller Residing at CHASE BANK

Notary Public in and for the State of ILLINOIS

My commission expires 7/14/2009

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

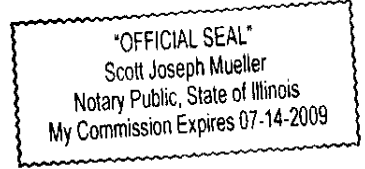
Loan No: 414511489702

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

)
) SS



COUNTY OF COOK

On this 4th day of October, 2006 before me, the undersigned Notary Public, personally appeared **STEVEN A BAER,, Co-Trustee of THE STEVEN A BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

Given under my hand and Notarial Seal, his 4th day of October, 2006.

By Scott Mueller Residing at CHASE BANK

Notary Public in and for the State of ILLINOIS

My commission expires 7-14-2009

Notary Public, Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

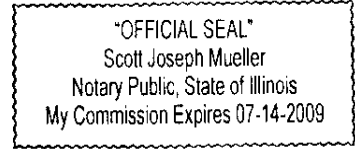
Loan No: 414511489702

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

)
) SS
)



COUNTY OF COOK

On this 4 day of October, 2006 before me, the undersigned Notary Public, personally appeared **JOY W BAER,, Co-Trustee of THE STEVEN A BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

Given under my hand and Notarial Seal this 4 day of OCTOBER, 2006.

By Scott Mueller Residing at CHASE BANK

Notary Public in and for the State of ILLINOIS

My commission expires 7/14/2009

County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511489702

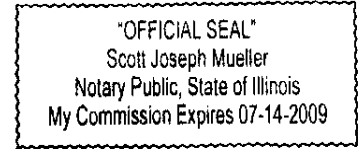
(Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF Cook)



On this 4 day of OCTOBER, 2006 before me, the undersigned Notary Public, personally appeared **STEVEN A BAER,, Co-Trustee of THE JOY W BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

Given under my hand and Notarial Seal this 4 day of October, 2006.

By Scott Mueller Residing at CHASE BANK

Notary Public in and for the State of ILLINOIS

My commission expires 7/14/2009

PUBLIC CLERK OF COOK COUNTY
 County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511489702

(Continued)

TRUST ACKNOWLEDGMENT

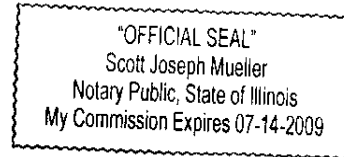
STATE OF ILLINOIS

)

) SS

COUNTY OF COOK

)



On this 4 day of October, 2006 before me, the undersigned Notary Public, personally appeared **JOY W BAER,, Co-Trustee of THE JOY W BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

Given under my hand and Notarial Seal this 4 day of October, 2006.

By SA Mueller Scott Mueller Residing at Chase Bank

Notary Public in and for the State of ILLINOIS

My commission expires 7-14-2009

OFFICE OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

MODIFICATION AGREEMENT

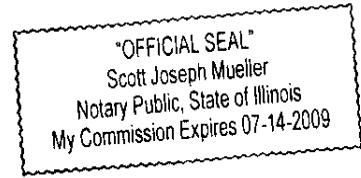
Loan No: 414511489702

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

)
) SS
)



COUNTY OF COOK

On this 4 day of OCTOBER, 2006 before me, the undersigned Notary Public, personally appeared **STEVEN A BAER,, Co-Trustee of THE STEVEN A BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

Given under my hand and Notarial Seal this 4 day of October, 2006.

By Scott Mueller Residing at Chase Bank

Notary Public in and for the State of ILLINOIS

My commission expires 7-14-2009

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT (Continued)

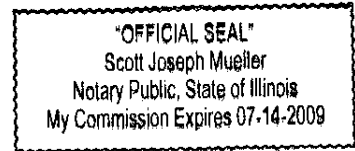
Loan No: 414511489702

TRUST ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)



On this 4 day of October, 2006 before me, the undersigned Notary Public, personally appeared **JOY W BAER,, Co-Trustee of THE STEVEN A BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

Given under my hand and Notarial Seal this 4 day of October, 2006.

By Scott Mueller Residing at Chase Bank
Notary Public in and for the State of Illinois

My commission expires 7-14-2009

Notary Public of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511489702

(Continued)

TRUST ACKNOWLEDGMENT

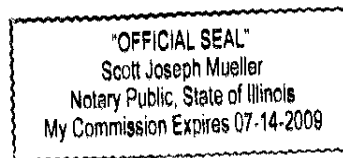
STATE OF Illinois

)

COUNTY OF Cook

) SS

)



On this 4 day of October, 2006 before me, the undersigned Notary Public, personally appeared **STEVEN A BAER,, Co-Trustee of THE JOY W BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

Given under my hand and Notarial Seal this 4 day of October, 2006.

By Scott Mueller Residing at Chase Bank

Notary Public in and for the State of Illinois

My commission expires 7-14-2009

Clerk of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511489702

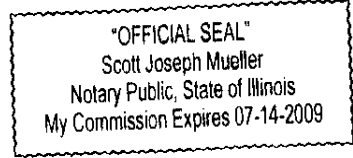
(Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF Cook)



On this 4 day of October, 2006 before me, the undersigned Notary Public, personally appeared **JOY W BAER,, Co-Trustee of THE JOY W BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

Given under my hand and Notarial Seal this 4 day of October, 2006.

By SA Mueller Scott Mueller Residing at Chase Bank

Notary Public in and for the State of ILLINOIS

My commission expires 7-14-2009

PUBLIC OFFICE OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511489702

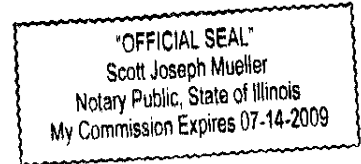
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois _____)

) SS

COUNTY OF Cook _____)



On this day before me, the undersigned Notary Public, personally appeared **STEVEN A BAER**, 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 4 day of October, 2008.

By Scott Mueller Scott Mueller Residing at Chase Bank

Notary Public in and for the State of Illinois

My commission expires ~~7~~ 7-14-2009
(Sw)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511489702

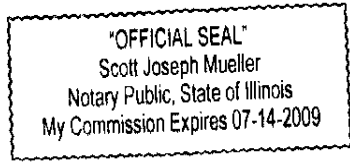
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **JOY W BAER**, 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 4 day of October, 2006.

by Scott Mueller Residing at Chase Bank

Notary Public in and for the State of Illinois

My commission expires 7-14 ~~2009~~ 2009
(SM)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT (Continued)

Loan No: 414511489702

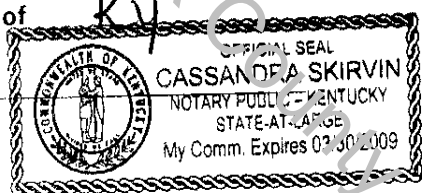
LENDER ACKNOWLEDGMENT

STATE OF Kentucky)
) SS
 COUNTY OF Fayette)

On this 20 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 Cassandra Skirvin Residing at Fayette

Notary Public in and for the State of KY
 My commission expires _____



Clerk's Office