## **UNOFFICIAL COPY**

2037

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 BAER, STEVEN MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ELAINE A SIRVIO, PROCESSOR 111 E WISCONSIN AVENUE M LV/AUKEE, 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 COTOBER 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 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 Lehelf 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 be all 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; 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:

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## **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 efforceable 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 (pos) 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, Oklanoma, 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

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# **UNOFFICIAL COPY**

#### **MODIFICATION AGREEMENT**

Loan No: 414511489702

(Continueu)

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THIS

BORROWER:
CARL_
XSTEVEN A BAER, Individually
JOY W BAER, Individually
THE STEVEN A BAER RE COABLE TRUST, DATED OCTOBER 3, 2001
By:  STEVEN A BAER,, Co-Trustee of THE STEVEN A BAER REVOCABL' TRUST, DATED OCTOBER 3, 2001
By:  JOY W BAER,, Co-Trustee of THE  STEVEN A BAER REVOCABLE  TRUST, DATED OCTOBER 3, 2001
THE JOY WEARN 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
STEVEN A BAER,, Co-Trustee of THE JOY W BAER REVOCABLE
TRUST, DATED OCTOBER 3, 2001
By:
JOY W BAER REVOCABLE TRUST,
DATED OCTOBER 3, 2001

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#### MODIFICATION AGREEMENT

Loan No: 414511489702 (Continued)

**GRANTOR:** 

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

By:

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

By:

JOY W BAER,, Co-Trustae of THE STEVÉN A BAER **REVOCABLE** TRUST, DATED OCTOBER 3, 2001

THE JOY W BAER REVOCABLE TRUST, DATI:D OCTOBER 3, 2001 County Clark's Offica

By:

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

By:

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

STEVEN A BAER, Individually

V BAER, Individually

LENDER:

JPMorgan Chase Bank, NA

**Authorized Signer** 

Michael K Jackson

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# **UNOFFICIA**

MODIFICATION AGREEMENT Page 5 Loan No. 414511489702 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF LUNGOIS ) "OFFICIAL SEAL" Scott Joseph Mueller ) SS Notary Public, State of Illinois My Commission Expires 07-14-2009 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. day of October , 2006. Given under my hand and official seal this

Residing at CHASE BANK -OUNTY CORTICO Notary Public in and for the State of

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# **UNOFFICIAL COPY**

Loan No: 414511489702	(Continued)
INDIVI	DUAL ACKNOWLEDGMENT
STATE OF LUNOIS  COUNTY OF COOK	"OFFICIAL SEAL" Scott Joseph Mueller Notary Public, State of Illinois My Commission Expires 07-14-2009
the individual described in and who execusigned the Modification is his or her frementioned	otary Public, personally appeared <b>JOY W BAER</b> , to me known to be uted the Modification Agreement, and acknowledged that he or she and voluntary act and deed, for the uses and purposes therein day of October . 2006.
Ox	Muzica Residing at CHASE BANK
	Contion

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# **UNOFFICIAL COPY**

Loan No: 414511489702	MODIFICATION AGREEM (Continued)	VEN'T	Page 7
	TRUST ACKNOWLEDGN	VENT	
STATE OF   LUNIOS	)	"OFFICIAL SEAL" Scott Joseph Muelle Notary Public, State of Ill My Commission Expires 07-	iinois s
On this day of Public, personally appeared STEV DATED OCTOBER 3, 2001, and the Modification Agreement and a the trust, by authority set forth, in therein mentioned, and on oat a executed the Modification on behalf	known to me to be an authorized acknowledged the Modification to the trust documents or, by autotated that he or she is authorized the trust.	THE STEVEN A BAER REVOCATION of the trust of the trust of the free and voluntary actionity of statute, for the uses sed to execute this Modification	ABLE TRUST, that executed and deed of and purposes on and in fact
Given under my hand and Notarial		f October	20 <del>C</del> Co
By Motary Public in and for the State		ng at CHASE BANK	
My commission expires			
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		-CO	

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# **UNOFFICIAL COPY**

Loan No: 414511489702	(Continues	· · · · · · · · · · · · · · · · · · ·					
TRUST ACKNOWLEDGMENT							
Public, personally appeared JOY W BAEF OCTOBER 3, 2001, and known to me Modification Agreement are acknowledge trust, by authority set forth in the trust therein mentioned, and on oats stated to executed the Modification on behalf of the Given under my hand and Notarial Seal in	to be an authorized to be an authorized the Modification to documents or, by that he or she is a e trust.	d trustee or to be the first authority of uthorized to day of	agent of the trust the ree and voluntary act of statute, for the use	dersigned Notary TRUST, DATED at executed the and deed of the es and purposes ation and in fact			
			-6	)			

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## **UNOFFICIA**

#### MODIFICATION AGREEMENT

Page 9 Loan No: 414511489702 (Continued, TRUST ACKNOWLEDGMENT "OFFICIAL SEAL" STATE OF Scott Joseph Mueller Notary Public, State of Illinois ) SS My Commission Expires 07-14-2009 COUNTY OF ) before me, the undersigned Notary On this day of October Public, personally ar peared 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 oats 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 CONTINUENT Residing at CHASE BANK JUNIA CLORATION OFFICE Notary Public in and for the State of My commission expires \_

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## **UNOFFICIAL COPY**

#### **MODIFICATION AGREEMENT**

Loan No: 414511489702 (Continued) TRUST ACKNOWLEDGMENT STATE OF LLINOIS ) "OFFICIAL SEAL" Scott Joseph Mueller ) SS Notary Public, State of Illinois COUNTY OF LOOK My Commission Expires 07-14-2009 day of 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 out stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust. day of October 2006. Given under my hand and Notarial Seal (nis OUNTY COPY SOPRICE Notary Public in and for the State of \ My commission expires

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## UNOFFICIA

#### MODIFICATION AGREEMENT

Page 11 Loan No: 414511489702 (Continued) TRUST ACKNOWLEDGMENT STATE OF LUNOIS "OFFICIAL SEAL" Scott Joseph Mueller ) SS Notary Public, State of Illinois COUNTY OF COOK My Commission Expires 07-14-2009 ) day of October \_\_\_\_\_, <u>2006</u> 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 Agreem and 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. day of October , 2000. Given under my hand and Notarial Seal this DUNIT CORTE Notary Public in and for the State of しょうのら My commission expires \_ 7-14-7009

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## **UNOFFICIAL COPY**

#### MODIFICATION AGREEMENT

Loan No: 414511489702 (Continued) TRUST ACKNOWLEDGMENT STATE OF | LUINOIS "OFFICIAL SEAL" Scott Joseph Mueller SS Notary Public, State of Illinois My Commission Expires 07-14-2009 COUNTY OF day of , كون before me, the undersigned Notary On this Public, personally ar peared 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 are acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth it 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. day of October, 2006.

Residing at Chase Bank Given under my hand and Notarial Seal inis SUNTY COPYS OFFICE Notary Public in and for the State of 

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## UNOFFICI

#### MODIFICATION AGREEMENT

Page 13 Loan No: 414511489702 (Continued) TRUST ACKNOWLEDGMENT STATE OF ) "OFFICIAL SEAL" Scott Joseph Mueller ) SS Notary Public, State of Illinois COUNTY OF ) My Commission Expires 07-14-2009 On this day of , voce before me, the undersigned Notary Public, personally appeared STEVEN A BAER,, Co-Trustee of THE JOY W BAER REVOCABLE TRUST, DATED OCTOBER 3, 2001, 200 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 outh 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 day of Residing at Chase Bank Sher JUNIA COMPANION OFFICE Notary Public in and for the State of | LUNO \S My commission expires

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## **UNOFFICIAL COPY**

#### MODIFICATION AGREEMENT

Loan No: 414511489702 Continued TRUST ACKNOWLEDGMENT "OFFICIAL SEAL" STATE OF JULY-1015 ) Scott Joseph Mueller Notary Public, State of Illinois ) SS My Commission Expires 07-14-2009 COUNTY OF ) day of ب عنون before me, the undersigned Notary On this 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. 4 day of October , 2006. Given under my hand and Notarial Seal inis Water Residing at Chase Bank JUNIL CLORES OFFICE Notary Public in and for the State of | Lynes My commission expires 7-14-2009

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#### MODIFICATION AGREEMENT

Page 15 Loan No. 414511489702 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF LUNOIS "OFFICIAL SEAL" Scott Joseph Mueller ) SS Notary Public, State of Illinois COUNTY OF Cook My Commission Expires 07-14-2009 ) 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 Given under my hand and official seal this MELLER Residing at Chase Bank Notary Pablic in and for the State of ししんのじ Honey Clark's Office My commission expires

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#### **MODIFICATION AGREEMENT**

Page 16 Loan No: 414511489702 (Continued) INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" STATE OF ) Scott Joseph Mueller Notary Public, State of Illinois ) SS COUNTY OF \_\_\_COOK My Commission Expires 07-14-2009 ) On this day before the, the undersigned Notary Public, personally appeared JOY W BAER, to me known to be the individual describer 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. 4 day of October , 2006. Given under my hand and official seal this Mercy Residing at \_\_\_ Notary Public in and for the State of \_\_\_ My Clart's Office My commission expires

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# **UNOFFICIAL COPY**

Loan No: 414511489702	(Continued)		
LENDER ACKNOWLEDGMENT			
STATE OF Kentucky	) ) SS		
COUNTY OF Fayette	)		
acknowledged said instrument to t	Michael K Jackson and k agent for the Lender that executed the within the the free and voluntary act and deed of the lirectors or otherwise, for the uses and purporized to execute this said instrument.  Residing at	oses therein mentioned, and on	
LASER PHO Landery Ver 5 19 40 06	generalization of the second	201.FC TR 48316920 PR MÖDHEUL	
	7	SOLIC TR 49316320 PHANUFICA	
		CO	