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Doc#: 0632917347 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/27/2006 11:58 AM 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



2950470+4 00414511300560
KREGER, ELWOOD
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ARDELL M. SCOTT, PROCESSOR
1820 E. SKY HARBOR CIRCLE SOUTH STE. 200
PHOENIX, AZ 85034

414511300560

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated September 25, 2006, is made and executed between ELWOOD KREGER, whose address is 3845 ENFIELD AVE, SKOKIE, IL 60076 (referred to below as "Borrower"), ELWOOD KREGER and JOAN B KREGER, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY AS TO AN UNDIVIDED ONE THIRD INTEREST AND ELWOOD KREGER AND JOAN B KREGER, AS JOINT TENANTS TO AN UNDIVIDED TWO THIRDS INTEREST, whose address is 3845 ENFIELD AVE, SKOKIE, IL 60076 (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 **June 13, 2002**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **June 13, 2002** and recorded on **July 10, 2002** in Recording/Instrument Number **0020756313**, 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:

PARCEL ID NUMBER: 10-14-310-045-0000

THE EAST 1 FOOT OF LOT 16, ALL OF LOT 15 AND 14 (EXCEPT THE EAST 2 FEET OF LOT 14) IN BLOCK 1 IN HARRY A. ROTH AND COMPANYS TURNER WOODS BEING A SUBDIVISION OF LOT 8 IN JOHN TURNER HEIRS SUBDIVISION OF THE SOUTH QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14 AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL

UNOFFICIAL COPY**MODIFICATION AGREEMENT
(Continued)**

Loan No: 414511300560

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MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3845 ENFIELD AVE, SKOKIE, IL 60076. The Real Property tax identification number is 10-14-310-045-0000.

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 **\$175,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$175,000.00** at any one time.

As of **September 25, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.76%**.

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 MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED SEPTEMBER 25, 2006.

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MODIFICATION AGREEMENT (Continued)

Loan No: 414511300560

BORROWER:

X *Elwood Kregar*
ELWOOD KREGER, Individually

GRANTOR:

X *Elwood Kregar*
ELWOOD KREGER, Individually

X *Joan B Kregar*
JOAN B KREGER, Individually

LENDER:

JPMorgan Chase Bank, NA

X *Jeff Johnson*
Authorized Signer

Jeff Johnson

Property of Cook County Clerk's Office

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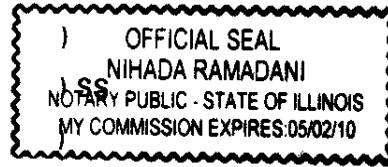
Loan No: 414511300560

MODIFICATION AGREEMENT (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared **ELWOOD KREGER**, 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.

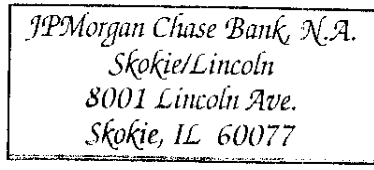
Given under my hand and official seal this 25th day of September, 2006.

By [Signature]

Residing at _____

Notary Public in and for the State of IL

My commission expires 05/02/2010



Property of Cook County Clerk's Office

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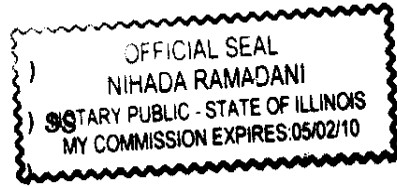
Loan No: 414511300560

MODIFICATION AGREEMENT (Continued)

INDIVIDUAL ACKNOWLEDGMENT

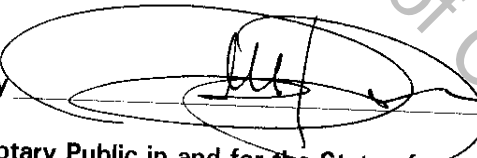
STATE OF IL

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared **ELWOOD KREGER**, 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.

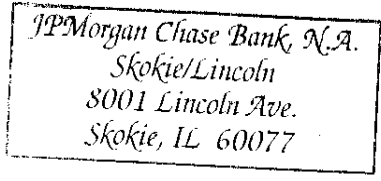
Given under my hand and official seal this 25th day of September, 2009.

By 

Residing at _____

Notary Public in and for the State of IL

My commission expires 05/02/2010



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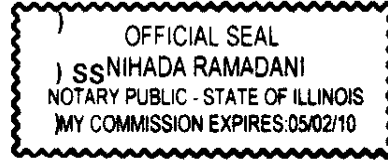
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MODIFICATION AGREEMENT (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



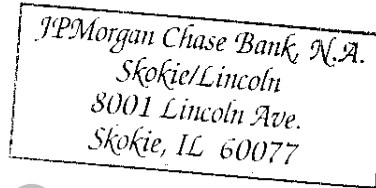
On this day before me, the undersigned Notary Public, personally appeared **JOAN B KREGER**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 25th day of September, 2006

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 05/02/2010



Property of Cook County Clerk's Office

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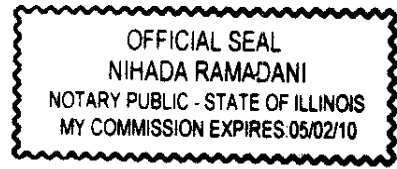
Loan No: 414511300560

MODIFICATION AGREEMENT (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this 25th day of September, 06 before me, the undersigned Notary Public, personally appeared Jeff Johnson and known to me to be the lender 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 [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 05/02/2010

JPMorgan Chase Bank, N.A.
Skokie/Lincoln
8001 Lincoln Ave.
Skokie, IL 60077

Clerk's Office of Cook County