

UNOFFICIAL COPY



Doc#: 0633246146 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2006 12:39 PM Pg: 1 of 12

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



3242100+4 00414511379926
O SHEA, KEVIN
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

BEATRICE SELLA, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511379926

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 20, 2006, is made and executed between DEBRA G O'SHEA; KEVIN J O'SHEA; and THE DEBRA G O'SHEA REVOCABLE TRUST, DATED JUNE 11, 2002, whose addresses are 4153 N KEYSTONE AVE, CHICAGO, IL 60641, 4153 N KEYSTONE AVE, CHICAGO, IL 60641 and 4153 N KEYSTONE AVE, CHICAGO, IL 60641 (referred to below as "Borrower"), DEBRA G O'SHEA, and KEVIN J O'SHEA, as Co-Trustees on behalf of THE DEBRA G O'SHEA REVOCABLE TRUST, DATED JUNE 11, 2002, whose address is 4153 N KEYSTONE AVE, CHICAGO, IL 60641; and DEBRA G O'SHEA, whose address is 4153 N KEYSTONE AVE, CHICAGO, IL 60641; KEVIN J O'SHEA, whose address is 4153 N KEYSTONE AVE, CHICAGO, IL 60641 (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 21, 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 21, 2003** and recorded on **August 28, 2003** in Recording/Instrument Number **0324013156**, 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:

TAX ID 13-15-418-003-0000

SUB LOT 20 (EXCEPT THE NORTH 3 FEET THEREOF) IN KELLOGG AND MAYER'S SUBDIVISION OF LOTS 3 TO 19 INCLUSIVE IN BLOCK 21 IN IRVING PARK, A SUBDIVISION OF PARTS OF

Handwritten signatures and initials:
SHE
B13
M
10/28/06

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511379926

(Continued)

SECTIONS 15 AND 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4153 N KEYSTONE AVE, CHICAGO, IL 60641. The Real Property tax identification number is 13-15-418-003-0000.

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 **October 20, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.760%**.

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 endorers 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 OCTOBER 20, 2006.

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511379926

(Continued)

BORROWER:

X Debra G O'Shea
DEBRA G O'SHEA, Individually

X Kevin J O'Shea
KEVIN J O'SHEA, Individually

THE DEBRA G O'SHEA REVOCABLE TRUST, DATED JUNE 11, 2002

By: Debra G O'Shea trustee
DEBRA G O'SHEA,, Co-Trustee of
THE DEBRA G O'SHEA REVOCABLE
TRUST, DATED JUNE 11, 2002

By: Kevin J O'Shea Trustee
KEVIN J O'SHEA,, Co-Trustee of
THE DEBRA G O'SHEA REVOCABLE
TRUST, DATED JUNE 11, 2002

GRANTOR:

THE DEBRA G O'SHEA REVOCABLE TRUST, DATED JUNE 11, 2002

By: Debra G O'Shea trustee
DEBRA G O'SHEA,, Co-Trustee of
THE DEBRA G O'SHEA REVOCABLE
TRUST, DATED JUNE 11, 2002

By: Kevin J O'Shea Trustee
KEVIN J O'SHEA,, Co-Trustee of
THE DEBRA G O'SHEA REVOCABLE
TRUST, DATED JUNE 11, 2002

X Debra G O'Shea
DEBRA G O'SHEA, Individually

X Kevin J O'Shea
KEVIN J O'SHEA, Individually

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511379926

(Continued)

LENDER:

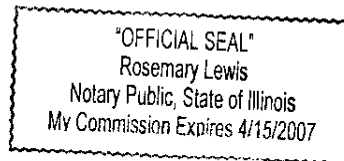
X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF Cook)

) SS



On this day before me, the undersigned Notary Public, personally appeared **DEBRA G O'SHEA**, 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 20th day of OCT, 2006.

By Rosemary Lewis

Residing at 10 S. DEAN BORD

Notary Public in and for the State of IL

My commission expires 4-15-2007

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

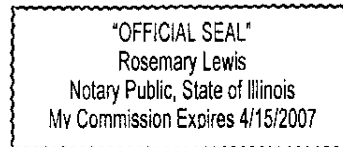
Loan No: 414511379926

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

)



) SS

COUNTY OF Cook

)

On this day before me, the undersigned Notary Public, personally appeared **KEVIN J O'SHEA**, 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 20th day of OCT, 20 06.

By Rosemary Lewis

Residing at 10 S. DEARBORN

Notary Public in and for the State of IL

My commission expires 4-15-2007

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

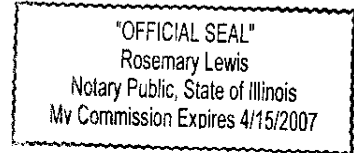
Loan No: 414511379926

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF COOK)



) SS

On this 20TH day of OCT., 2006 before me, the undersigned Notary Public, personally appeared **DEBRA G O'SHEA,, Co-Trustee of THE DEBRA G O'SHEA REVOCABLE TRUST, DATED JUNE 11, 2002.** 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 20TH day of OCT, 2006.

By Rosemary Lewis Residing at 10 S. DEARBORN

Notary Public in and for the State of IL

My commission expires 4-15-2007

OFFICE OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

MODIFICATION AGREEMENT (Continued)

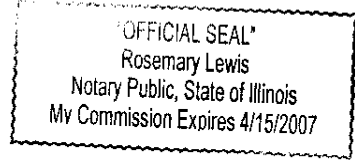
Loan No: 414511379926

TRUST ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

)
) SS
)



On this 20th day of OCT, 2006 before me, the undersigned Notary Public, personally appeared **KEVIN J O'SHEA,, Co-Trustee of THE DEBRA G O'SHEA REVOCABLE TRUST, DATED JUNE 11, 2002**, 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 20th day of OCT, 2006.

By Rosemary Lewis Residing at 10 S. DEARBORN

Notary Public in and for the State of IL

My commission expires 4-15-2007

CLERK OF COOK COUNTY Clerk's Office

UNOFFICIAL COPY

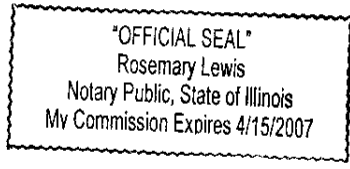
MODIFICATION AGREEMENT

Loan No: 414511379926

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF IL)
)
) SS
)
 COUNTY OF COOK)



On this 20th day of OCT, 2006 before me, the undersigned Notary Public, personally appeared **DEBRA G O'SHEA,, Co-Trustee of THE DEBRA G O'SHEA REVOCABLE TRUST, DATED JUNE 11, 2002**, 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 20th day of OCT, 2006.

By Rosemary Lewis Residing at 105. OTHAWA

Notary Public in and for the State of IL

My commission expires 4-15-2007

Notary Public of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511379926

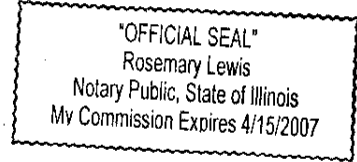
(Continued)

TRUST ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF COOK)

)
) SS
)



On this 20th day of OCT, 2006 before me, the undersigned Notary Public, personally appeared **KEVIN J O'SHEA,, Co-Trustee of THE DEBRA G O'SHEA REVOCABLE TRUST, DATED JUNE 11, 2002**, 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 20th day of OCT, 2006.

By Rosemary Lewis Residing at 10 S. DEARBORN

Notary Public in and for the State of IL

My commission expires 4-15-2007

CLERK OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511379926

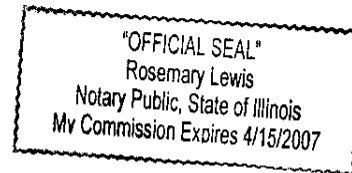
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **DEBRA G O'SHEA**, 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 20th day of OCT, 2006.

By Rosemary Lewis

Residing at 10 S. DEAR BORN

Notary Public in and for the State of IL

My commission expires 4-15-2007

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511379926

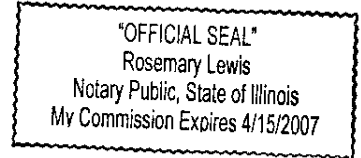
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **KEVIN J O'SHEA**, 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 20th day of OCT, 2006.

By Rosemary Lewis Residing at 10 S. DEARBORN

Notary Public in and for the State of IL

My commission expires 4-15-2007

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511379926

(Continued)

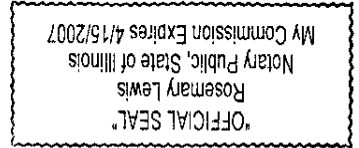
LENDER ACKNOWLEDGMENT

STATE OF IL

)

COUNTY OF COOK

) SS
)



On this 30th day of OCT, 2006 before me, the undersigned Notary Public, personally appeared W. A. S. and known to me to be the _____, 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 Rosemary Lewis

Residing at 10 S. DEARBORN

Notary Public in and for the State of IL

My commission expires 4-15-2007

PROPERTY OF COOK COUNTY CLERK'S OFFICE