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Doc#: 0633449029 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/30/2006 07:37 AM Pg: 1 of 8

WHEN RECORDED MAIL TO:

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



3167442+4 00414511363360  
DOCKERY, WINSOME  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

GIN HAWTHORNE, PROCESSOR  
111 E. WISCONSIN AVE  
MILWAUKEE, WI 53202

414511363360

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 20, 2005, is made and executed between WINSOME J DOCKERY and ANTHONY H DOCKERY, whose addresses are 2055 N GINGER CREEK DR, PALATINE, IL 60074 and 2055 N GINGER CREEK DR, PALATINE, IL 60074 (referred to below as "Borrower"), WINSOME J DOCKERY, whose address is 2055 N GINGER CREEK DR, PALATINE, IL 60074 and ANTHONY H DOCKERY, whose address is 2055 N GINGER CREEK DR, PALATINE, IL 60074; HUSBAND AND WIFE, TENANTS BY THE ENTIRETY (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 **January 2, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **January 2, 2003** and recorded on **January 22, 2003** in Recording/Instrument Number **0030101012**, 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:

TX ID: 02-01-201-023-1110

UNIT B , IN BUILDING 31 IN THE INVERRARY WEST CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER WITH THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE

**UNOFFICIAL COPY****MODIFICATION AGREEMENT**

Loan No: 414511363360

(Continued)

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25129105, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. 02-01-201-023-1110.

The Real Property or its address is commonly known as 2055 N GINGER CREEK DR, PALATINE, IL 60074. The Real Property tax identification number is 02-01-201-023-1110.

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 **\$47,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$47,000.00** 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 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**

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## MODIFICATION AGREEMENT

Loan No: 414511363360

(Continued)

MODIFICATION AGREEMENT IS DATED OCTOBER 20, 2006.

**BORROWER:**

x Winsome J. Dockery  
WINSOME J DOCKERY, Individually

x Anthony H. Dockery  
ANTHONY H DOCKERY, Individually

**GRANTOR:**

x Winsome J. Dockery  
WINSOME J DOCKERY, Individually

x Anthony H. Dockery  
ANTHONY H DOCKERY, Individually

LENDER: JPMorgan Chase Bank NA

x Amy Kauble  
Authorized Signer  
AMY KAUBLE

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## MODIFICATION AGREEMENT

Loan No: 414511363360

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

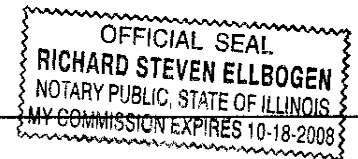
On this day before me, the undersigned Notary Public, personally appeared **WINSOME J DOCKERY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 20 day of October, 2006.

By Richard S. Ellbogen Residing at Chicago Ill

Notary Public in and for the State of IL

My commission expires 10/18/2008



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(Continued)

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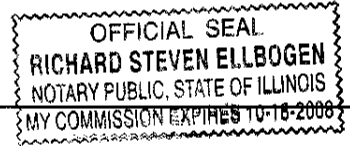
On this day before me, the undersigned Notary Public, personally appeared **ANTHONY H DOCKERY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 20 day of October, 2006.

By Richard S. Ellbogen Residing at Chicago Ill

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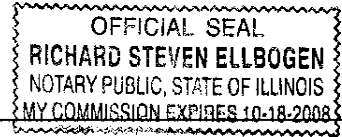
On this day before me, the undersigned Notary Public, personally appeared **WINSOME J DOCKERY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 20 day of October, 2006.

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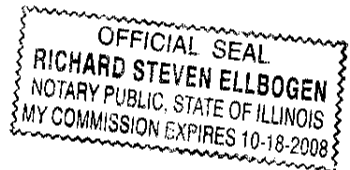
On this day before me, the undersigned Notary Public, personally appeared **ANTHONY H DOCKERY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 20 day of October, 2006.

By Richard D. Ellbogen Residing at Chicago, Ill

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