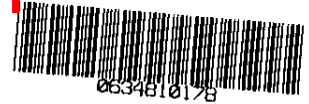


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Doc#: 0634810178 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/14/2006 03:13 PM Pg: 1 of 10

WHEN RECORDED MAIL TO:

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



3062495+3 00414511337369
TREBBS, DALE
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

TRISTA HECKMAN, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511337369

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated November 18, 2006, is made and executed between DALE S TREBBS; and TRUST NUMBER 1, DATED APRIL 7, 2000, whose addresses are 9209 NAGLE AVE, MORTON GROVE, IL 60053 and 9209 NAGLE AVE, MORTON GROVE, IL 60053 (referred to below as "Borrower"), DALE S TREBBS, and DALE S TREBBS, not personally but as Trustees on behalf of TRUST NUMBER 1, DATED APRIL 7, 2000, whose address is 9209 NAGLE AVE, MORTON GROVE, IL 60053; and RAQUEL TREBBS, whose address is 9209 NAGLE AVE, MORTON GROVE, IL 60053 (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lender"), whose address is 1111 Polaris Parkway, Columbus, OH 43240.

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **September 27, 2002**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 27, 2002** and recorded on **October 15, 2002** in Recording/Instrument Number **0021125546**, 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 10-18-219-019-1016

UNIT 78 IN DELAINE FARM CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 52 IN DELAINE FARM SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH,

SV
P/D
MY
BMR
SO
525

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511337369

(Continued)

RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97540269, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9209 NAGLE AVE, MORTON GROVE, IL 60053. The Real Property tax identification number is 10-18-219-019-1016.

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 **\$200,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$200,000.00** at any one time.

As of **November 18, 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 and by previous modification(s), if any, specified 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 or any prior modification thereto 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

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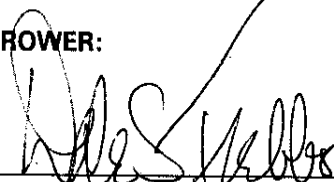
MODIFICATION AGREEMENT

Loan No: 414511337369

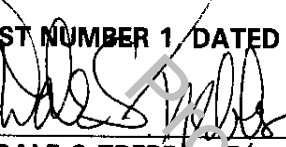
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MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED NOVEMBER 18, 2006.

BORROWER:

X 
DALE S TREBBS, Individually


TRUST NUMBER 1, DATED APRIL 7, 2000


By: 
DALE S TREBBS, Trustee of TRUST NUMBER 1, DATED APRIL 7, 2000

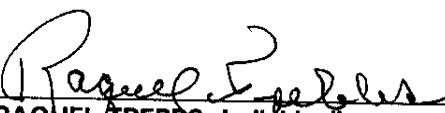
By: 
DALE S TREBBS

GRANTOR:

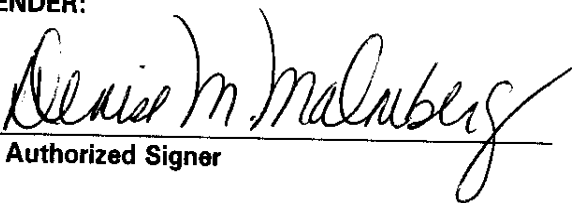
TRUST NUMBER 1, DATED APRIL 7, 2000

By: 
DALE S TREBBS, Trustee of TRUST NUMBER 1, DATED APRIL 7, 2000

By: 
DALE S TREBBS

X 
RAQUEL TREBBS, Individually

LENDER:

X 
Authorized Signer

Office of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511337369

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

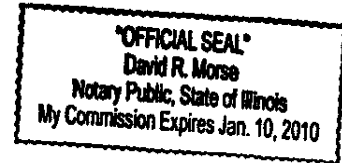
On this day before me, the undersigned Notary Public, personally appeared **DALE S TREBBS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 18th day of November, 2006.

By *[Signature]* Residing at 7007 W Dempster Ave, Chicago, IL 60714

Notary Public in and for the State of Illinois

My commission expires 01/15/2010



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MODIFICATION AGREEMENT

Loan No: 414511337369

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF _____)

On this 18th day of November, 2006 before me, the undersigned Notary Public, personally appeared **DALE S TREBBS**, Trustee of **TRUST NUMBER 1, DATED APRIL 7, 2000**, 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 18th day of November, 2006.

By [Signature] Residing at 7007 W Dempster Niles IL 60714

Notary Public in and for the State of Illinois

My commission expires 01/10/2010



CLERK'S OFFICE OF COOK COUNTY

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511337369

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 18th day of November, 2006 before me, the undersigned Notary Public, personally appeared **DALE S TREBBS**, of **TRUST NUMBER 1, DATED APRIL 7, 2000**, 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 18th day of November, 2006.

By [Signature] Residing at 7007 W Dearborn St. Melrose Park IL 60474

Notary Public in and for the State of Illinois

My commission expires 01/10/2010



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MODIFICATION AGREEMENT

Loan No: 414511337369

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS

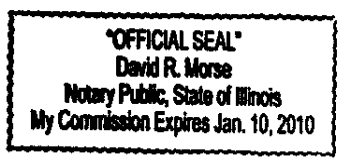
On this 18th day of November, 2006 before me, the undersigned Notary Public, personally appeared **DALE S TREBBS**, Trustee of **TRUST NUMBER 1, DATED APRIL 7, 2000**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification 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 18th day of November, 2006.

By [Signature] Residing at 7007 W Dempster Niles, IL 60714

Notary Public in and for the State of Illinois

My commission expires 01/10/2010



CLERK'S OFFICE OF COOK COUNTY

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 414511337369

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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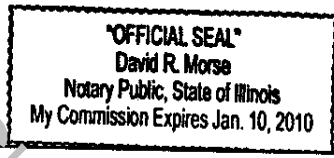
On this 18th day of November, 2006 before me, the undersigned Notary Public, personally appeared **DALE S TREBBS**, of TRUST NUMBER 1, DATED APRIL 7, 2000, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be 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 18th day of November, 2006.

By [Signature] Residing at 7007 W Danston Ave, IL 60714

Notary Public in and for the State of Illinois

My commission expires 01/10/2010



OFFICE OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION AGREEMENT

Loan No: 414511337369

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

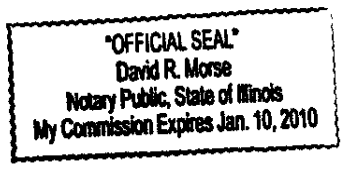
On this day before me, the undersigned Notary Public, personally appeared **RAQUEL TREBBS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 18th day of November, 2006.

By David R. Morse Residing at 7007 W Dempster Niles, IL 60514

Notary Public in and for the State of Illinois

My commission expires 01/10/2010



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MODIFICATION AGREEMENT

Loan No: 414511337369

(Continued)

LENDER ACKNOWLEDGMENT

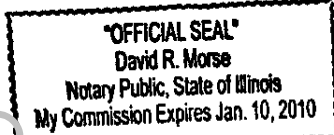
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 18th day of November, 2006 before me, the undersigned Notary Public, personally appeared DALE J MORSE and known to me to be the Treasurer, 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 7007 W Ardmore Ave, IL 60714

Notary Public in and for the State of Illinois

My commission expires 01/10/2010



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