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Doc#: 0634813003 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/14/2006 07:56 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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



4254230+4 00412530074050  
PERRY, JANICE  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

STEPHANIE HOOVER, PROCESSOR  
1820 E SKY HARBOR CIR S  
PHOENIX, AZ 85034

00412530074050

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated November 3, 2005, is made and executed between JANICE W PERRY, whose address is 9009 S ESSEX, CHICAGO, IL 60617 (referred to below as "Borrower"), JANICE W PERRY, WHO ACQUIRED TITLE AS JANICE WESTBROOK, A MARRIED WOMAN and VINCENT PERRY, A MARRIED MAN, whose address is 9009 S ESSEX, CHICAGO, IL 60617 (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 **December 14, 2005**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **December 14, 2005** and recorded on **January 4, 2006** in Recording/Instrument Number **0600412057**, 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:

UNIT 2207-3, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK VIEW CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26995242, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 20-24-404-030-1012.

The Real Property or its address is commonly known as 2207 E 67TH ST UNIT 3, CHICAGO, IL 60649. The Real Property tax identification number is 20-24-404-030-1012.

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

Page 2

Loan No: 00412530074050

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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 **\$40,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$40,000.00** at any one time.

As of **November 3, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **1.250%**.

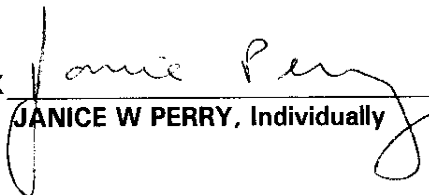
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 NOVEMBER 3, 2006.**

**BORROWER:**

x   
**JANICE W PERRY, Individually**

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

Page 3

Loan No: 00412530074050

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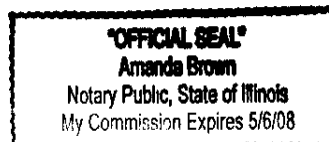
**GRANTOR:**

X Vincent Perry  
VINCENT PERRY, Individually

X Janice W Perry  
JANICE W PERRY, WHO ACQUIRED  
TITLE AS JANICE WESTBROOK,  
Individually

**LENDER:**

X [Signature]  
Authorized Signer

**INDIVIDUAL ACKNOWLEDGMENT**STATE OF IllinoisCOUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared **JANICE W PERRY**, 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 9th day of Nov, 2006.

By Amanda Brown Residing at 1204 E. 53rd St.

Notary Public in and for the State of Illinois

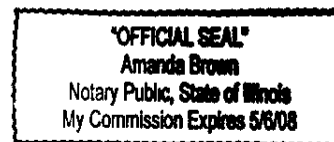
My commission expires 5/6/08

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Page 4

Loan No: 00412530074050

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**INDIVIDUAL ACKNOWLEDGMENT**STATE OF IllinoisCOUNTY OF Cook)  
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On this day before me, the undersigned Notary Public, personally appeared **VINCENT PERRY and JANICE W PERRY, WHO ACQUIRED TITLE AS JANICE WESTBROOK**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of Nov, 2006.

By Amanda Brown / Notary Public Residing at 1204 E. 53rd St

Notary Public in and for the State of Illinois

My commission expires 5/6/08

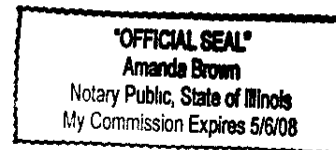
County Clerk's Office

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

Page 5

Loan No: 00412530074050

(Continued)

**LENDER ACKNOWLEDGMENT**STATE OF IllinoisCOUNTY OF Cook

On this 9th day of Nov, 2006 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ 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 Amanda Brown

Residing at 1204 E. 53rd St

Notary Public in and for the State of Illinois

My commission expires 5/6/08