

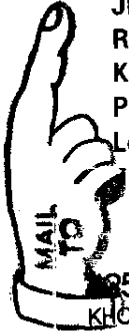
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Doc#: 0701902161 Fee: ~~\$42.50~~
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/19/2007 11:05 AM Pg: 1 of 1

42.50
\$ 48.50
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WHEN RECORDED MAIL TO:
JPMorgan Chase Bank, N.A.
Retail Loan Servicing
KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



050061+3 00414511666561
KHOSHABA, MARTA
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

KATHLEEN L WILLIAMS, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511666561

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 8, 2006, is made and executed between ROMEO K KHOSHABA and MARTA KHOSHABA, whose addresses are 695 NATOMA DR, ELGIN, IL 60120 and 695 NATOMA DR, ELGIN, IL 60120 (referred to below as "Borrower"), ROMEO K KHOSHABA, whose address is 695 NATOMA DR, ELGIN, IL 60120; MARTA KHOSHABA, HUSBAND AND WIFE, whose address is 695 NATOMA DR, ELGIN, IL 60120; YASEMIN SHAMO, whose address is 14 SANDLEWOOD CT, STREAMWOOD, IL 60107 and DAVID K SHAMO, WIFE AND HUSBAND, whose address is 14 SANDLEWOOD CT, STREAMWOOD, IL 60107; IN JOINT TENANCY (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lender"), whose address is 1111 Polar's Parkway, Columbus, OH 43240.

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **December 5, 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 5, 2005** and recorded on **December 27, 2005** in Recording/Instrument Number **0536113020**, 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: 06-19-409-012-0000

LOT 286 IN SUMMERHILL UNIT IV, A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ELGIN, COOK

Sp10
[Handwritten signature]

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

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Loan No: 414511666561

(Continued)

COUNTY, ILLINOIS, ACCORDING TO THE FLAT THEREOF RECORDED MAY 27, 1987, AS DOCUMENT NUMBER 87284677, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 695 NATOMA DR, ELGIN, IL 60120. The Real Property tax identification number is 06-19-409-012-0000.

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 **\$50,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$50,000.00** at any one time.

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 endorser 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 MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED DECEMBER 8, 2006.

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MODIFICATION AGREEMENT

Loan No: 414511666561

(Continued)

BORROWER:

x Romeo K Khoshaba
ROMEO K KHOSHABA, Individually

x Marta Khoshaba
MARTA KHOSHABA, Individually

GRANTOR:

x Romeo K Khoshaba
ROMEO K KHOSHABA, Individually

x Marta Khoshaba
MARTA KHOSHABA, Individually

x Yasemin Shamo
YASEMIN SHAMO, Individually

x David K. Shamo
DAVID K SHAMO, Individually

LENDER:

x Nancy Wojtyla
Authorized Signer

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MODIFICATION AGREEMENT

Loan No: 414511666561

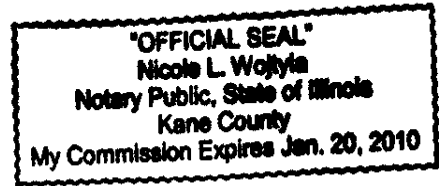
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Kane

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On this day before me, the undersigned Notary Public, personally appeared **ROMEO K KHOSHABA**, 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 8th day of December, 20 06.

By Nicole L. Wojtyla Residing at Chase

Notary Public in and for the State of Illinois

My commission expires January 20, 2010

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

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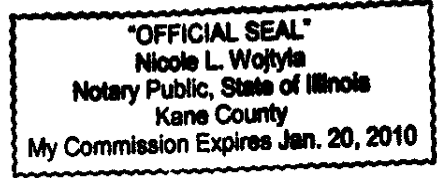
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Kane

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On this day before me, the undersigned Notary Public, personally appeared **MARTA KHOSHABA**, 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 8th day of December, 20 06.

By Nicole L. Wojtyla Residing at Chase

Notary Public in and for the State of Illinois

My commission expires January 20, 2010

Property of Cook County Clerk's Office

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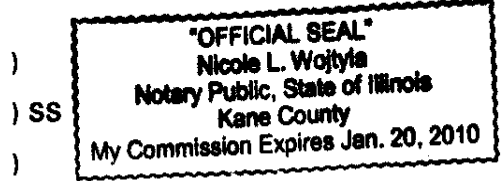
Loan No: 414511666561

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Kane



On this day before me, the undersigned Notary Public, personally appeared **ROMEO K KHOSHABA**, 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 8th day of December, 2006.

By Nicole L. Wojtyla Residing at Chase

Notary Public in and for the State of Illinois

My commission expires January 20, 2010

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MODIFICATION AGREEMENT

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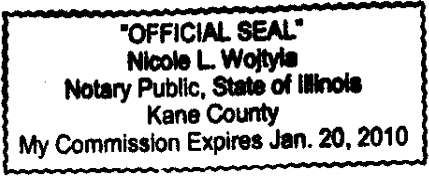
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Kane

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On this day before me, the undersigned Notary Public, personally appeared **MARTA KHOSHABA**, 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 8th day of December, 2006.

By Nicole L. Wojtyla Residing at Chase

Notary Public in and for the State of Illinois

My commission expires January 20, 2010

Property of Cook County Clerk's Office

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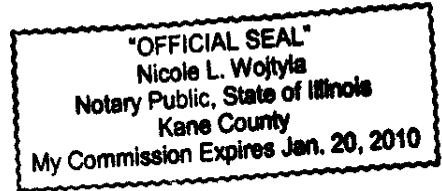
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Kane

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On this day before me, the undersigned Notary Public, personally appeared **YASEMIN SHAMO**, 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 8th day of December, 2006.

By Nicole L. Wojtyla Residing at Chase

Notary Public in and for the State of Illinois

My commission expires January 20, 2010

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MODIFICATION AGREEMENT

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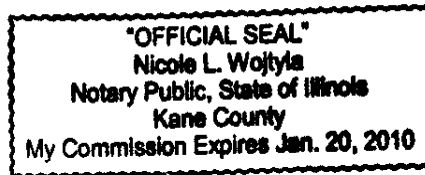
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Kane

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On this day before me, the undersigned Notary Public, personally appeared **DAVID K SHAMO**, 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 8th day of December, 2006.

By Nicole L. Wojtyla Residing at Crane

Notary Public in and for the State of Illinois

My commission expires January 20, 2010

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

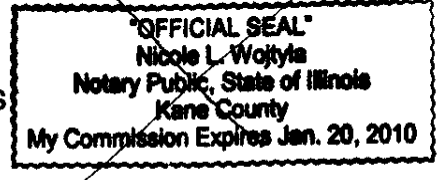
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LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Kane



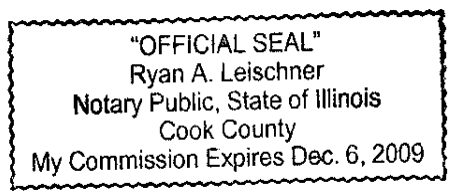
On this 8th day of December, 2004 before me, the undersigned Notary Public, personally appeared Nicole Wojtyla and known to me to be the individual, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and 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 1130 N. McLENN BLVD, URBANA

Notary Public in and for the State of ILLINOIS

My commission expires 12.6.09



Notary Public of Cook County Clerk's Office