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Doc#: 0703102139 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/31/2007 01:27 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



2708733+4 00414511239973
WONG, PATRICK
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

NAKEISHA S PATTON, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511239973

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 4, 2007, is made and executed between PATRICK W WONG; ELIZABETH WONG; and THE ELIZABETH WONG REVOCABLE TRUST, DATED OCTOBER 14, 1994, whose addresses are 4115 APPLEWOOD LN, NORTHBROOK, IL 60062, 4115 APPLEWOOD LN, NORTHBROOK, IL 60062 and 4115 APPLEWOOD LN, NORTHBROOK, IL 60062 (referred to below as "Borrower"), ELIZABETH WONG, as Trustee on behalf of THE ELIZABETH WONG REVOCABLE TRUST, DATED OCTOBER 14, 1994, whose address is 4115 APPLEWOOD LN, NORTHBROOK, IL 60062; and PATRICK W WONG, whose address is 4115 APPLEWOOD LN, NORTHBROOK, IL 60062; ELIZABETH WONG, whose address is 4115 APPLEWOOD LN, NORTHBROOK, IL 60062 (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 **October 18, 2001**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **October 18, 2001** and recorded on **November 8, 2001** in Recording/Instrument Number **0011050596**, 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: 04-06-103-049

LOT 35 IN SANDERS CROSSING, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511239973

(Continued)

NORTHWEST QUARTER AND PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4115 APPLEWOOD LN, NORTHBROOK, IL 60062. The Real Property tax identification number is 04-06-103-049.

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 **\$300,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$300,000.00** at any one time.

As of **January 4, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.76%**.

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 MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS

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MODIFICATION AGREEMENT

Loan No: 414511239973

(Continued)

MODIFICATION AGREEMENT IS DATED JANUARY 4, 2007.

BORROWER:

X *Patrick W Wong*
PATRICK W WONG, Individually

X *Elizabeth Wong*
ELIZABETH WONG, Individually

THE ELIZABETH WONG REVOCABLE TRUST, DATED OCTOBER 14, 1994

By: *Elizabeth Wong trustee*
ELIZABETH WONG,, Trustee of THE
ELIZABETH WONG REVOCABLE
TRUST, DATED OCTOBER 14, 1994

GRANTOR:

THE ELIZABETH WONG REVOCABLE TRUST, DATED OCTOBER 14, 1994

By: *Elizabeth Wong trustee*
ELIZABETH WONG,, Trustee of THE
ELIZABETH WONG REVOCABLE
TRUST, DATED OCTOBER 14, 1994

X *Patrick W Wong*
PATRICK W WONG, Individually

X *Elizabeth Wong*
ELIZABETH WONG, Individually

LENDER:

X *Brandy M Savage*
Authorized Signer
BRANDY M SAVAGE

Cook County Clerk's Office

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MODIFICATION AGREEMENT

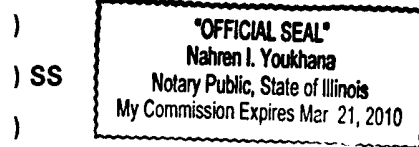
Loan No: 414511239973

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **PATRICK W WONG**, 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 4th day of January, 2007.

By *[Signature]*
Notary Public in and for the State of IL

Residing at Noelbrook, Chase Bank

My commission expires March 21, 2010

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511239973

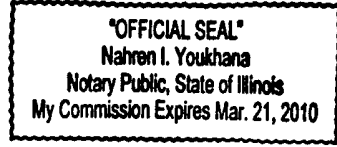
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **ELIZABETH WONG**, 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 4th day of January, 2007.

By *Nahren I. Youkhana*

Residing at Chase Bank, Northbrook

Notary Public in and for the State of IL

My commission expires March 21, 2010

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511239973

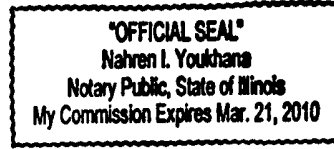
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TRUST ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

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) SS
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On this 4th day of JANUARY, 2007 before me, the undersigned Notary Public, personally appeared **ELIZABETH WONG**, Trustee of **THE ELIZABETH WONG REVOCABLE TRUST, DATED OCTOBER 14, 1994**, 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 4th day of JANUARY, 2007.

By Nahren I. Youkhane Residing at Chase Bank, Northbrook

Notary Public in and for the State of IL

My commission expires MARCH 21, 2010

CLERK OF COOK COUNTY Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511239973

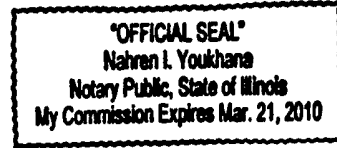
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TRUST ACKNOWLEDGMENT

STATE OF IL _____)

COUNTY OF Cook _____)

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) SS
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On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **ELIZABETH WONG,, Trustee of THE ELIZABETH WONG REVOCABLE TRUST, DATED OCTOBER 14, 1994**, 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 4th day of January, 2007.

By [Signature] Residing at Chase Bank, Worth, IL

Notary Public in and for the State of IL

My commission expires MARCH 21, 2010

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION AGREEMENT

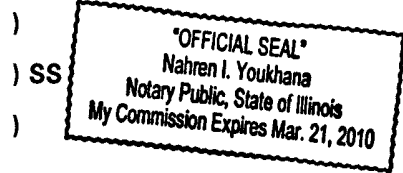
Loan No: 414511239973

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared **PATRICK W WONG**, 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 4th day of January, 2007.

By *Nahren I. Youkhana* Residing at Chase Bank

Notary Public in and for the State of IL

My commission expires MARCH 21, 2010

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511239973

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared **ELIZABETH WONG**, 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 4th day of January, 2007.

By *Nahren I. Youkhana*
Notary Public in and for the State of IL

Residing at Chase Bank, Northbrook

My commission expires MARCH 21, 2010

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511239973

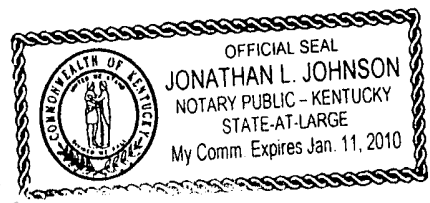
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LENDER ACKNOWLEDGMENT

STATE OF Ky)
) SS
 COUNTY OF Fayette)

On this 19 day of January 2007 before me, the undersigned Notary Public, personally appeared BRANDY M SAVAGE 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 [Signature] Residing at Lexington
 Notary Public in and for the State of Ky
 My commission expires 1/11/10



Notary of Cook County Clerk's Office