

# UNOFFICIAL COPY



Doc#: 0703254102 Fee: \$42.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/01/2007 01:57 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



3978212+4 00496490006112  
MONTENEGRO, GAIL  
MODIFICATION AGREEMENT

**FOR RECORDER'S USE ONLY**

This Modification Agreement prepared by:

ELKE DAVIDSON, PROCESSOR  
1820 E SKY HARBOR CIRCLE SOUTH, SUITE 200  
PHOENIX, AZ 85034

00496490006112

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated November 29, 2006, is made and executed between ELIO J MONTENEGRO; GAIL R MONTENEGRO; and THE ELIO J MONTENEGRO TRUST DATED JULY 9, 1999, whose addresses are 339 MAPLE AVE, WILMETTE, IL 60091, 339 MAPLE AVE, WILMETTE, IL 60091 and 339 MAPLE AVE, WILMETTE, IL 60091 (referred to below as "Borrower"), ELIO J MONTENEGRO, as Trustee on behalf of THE ELIO J MONTENEGRO TRUST DATED JULY 9, 1999, whose address is 339 MAPLE AVE, WILMETTE, IL 60091; and GAIL R MONTENEGRO AND ELIO J MONTENEGRO, whose address is 339 MAPLE AVE, WILMETTE, IL 60091, WIFE AND HUSBAND (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 **March 19, 2005**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 19, 2005** and recorded on **April 4, 2005** in Recording/Instrument Number **0509416119**, 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:

LOTS 7 AND 8 IN BLOCK 1 IN COY'S ADDITION TO WILMETTE, A SUBDIVISION OF THAT PART OF THE NORTH HALF OF LOTS 29 AND 30 IN THE SUBDIVISION BAXTER'S SHARE OF THE SOUTH SECTION OF QUILMETTE RESERVE LYING SOUTH OF HILL STREET (EXCEPT THE RIGHT OF WAY AND GROUNDS OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD), IN

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

Loan No: 00496490006112

(Continued)

WILMETTE, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 05-35-301-005-0000.

The Real Property or its address is commonly known as 339 MAPLE AVE, WILMETTE, IL 60091. The Real Property tax identification number is 05-35-301-005-0000.

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 **\$350,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$350,000.00** at any one time.

As of **November 29, 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 MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED NOVEMBER 29, 2006.**

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## MODIFICATION AGREEMENT

Loan No: 00496490006112

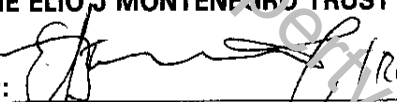
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**BORROWER:**

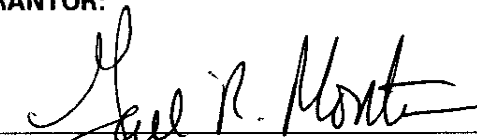
X   
ELIO J MONTENEGRO, Individually

X   
GAIL R MONTENEGRO, Individually


**THE ELIO J MONTENEGRO TRUST DATED JULY 9, 1999**

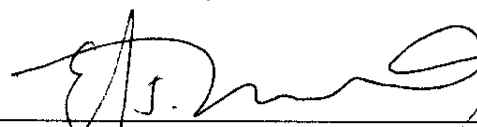
By:  Trustee of the ELIO J. Montenegro trust DATED JULY 9, 1999  
ELIO J MONTENEGRO,, Trustee of  
THE ELIO J MONTENEGRO TRUST  
DATED JULY 9, 1999

**GRANTOR:**

X   
GAIL R MONTENEGRO, Individually

**THE ELIO J MONTENEGRO TRUST DATED JULY 9, 1999**

By:  Trustee of the ELIO J. Montenegro trust DATED  
JULY 9, 1999  
ELIO J MONTENEGRO,, Trustee of  
THE ELIO J MONTENEGRO TRUST  
DATED JULY 9, 1999

X   
ELIO J MONTENEGRO, Individually

**LENDER:**

JPMorgan Chase Bank, NA

X   
Authorized Signer Michael K Jackson

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## MODIFICATION AGREEMENT

Loan No: 00496490006112

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### INDIVIDUAL ACKNOWLEDGMENT

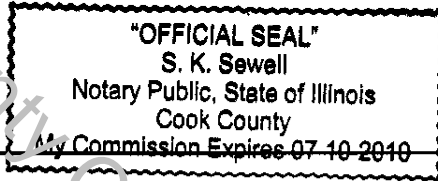
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **ELIO J MONTENEGRO**, 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 04 day of December, 2006.

By [Signature] Residing at 424 Elmwood Avenue  
Everston IL 60202.  
 Notary Public in and for the State of Illinois

My commission expires 07-10-2010



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 00496490006112

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

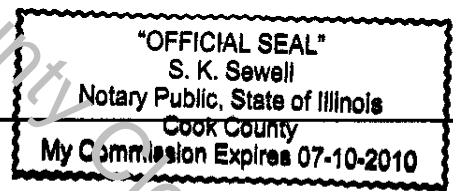
On this day before me, the undersigned Notary Public, personally appeared **GAIL R MONTENEGRO**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 4<sup>th</sup> day of December, 2008.

By [Signature] Residing at 484 Elmwood Ave  
Evanston IL 60202

Notary Public in and for the State of Illinois

My commission expires 07-10-2010



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## MODIFICATION AGREEMENT

Loan No: 00496490006112

(Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

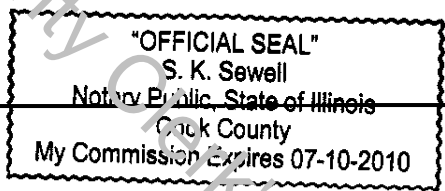
On this 4th day of December, 2006 before me, the undersigned Notary Public, personally appeared **ELIO J MONTENEGRO**, Trustee of **THE ELIO J MONTENEGRO TRUST DATED JULY 9, 1999**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged 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 December, 2006.

By [Signature] Residing at 424 Belmont Avenue  
Everton IL 60202

Notary Public in and for the State of Illinois

My commission expires 07-10-2010



Notary's Office

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## MODIFICATION AGREEMENT

Loan No: 00496490006112

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

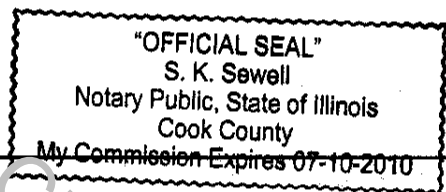
On this day before me, the undersigned Notary Public, personally appeared **GAIL R MONTENEGRO**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 4th day of December, 2006.

By [Signature] Residing at 404 Elmwood Avenue  
Everston IL 60022

Notary Public in and for the State of Illinois

My commission expires 07-10-2010



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## MODIFICATION AGREEMENT

Loan No: 00496490006112

(Continued)

### TRUST ACKNOWLEDGMENT

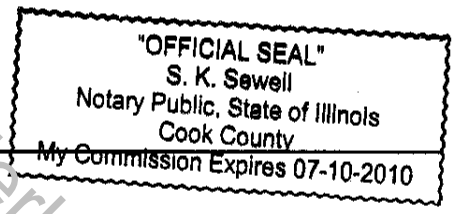
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 4<sup>th</sup> day of December, 2006 before me, the undersigned Notary Public, personally appeared **ELIO J MONTENEGRO**, Trustee of **THE ELIO J MONTENEGRO TRUST DATED JULY 9, 1999**, 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 04 day of December, 2006.

By [Signature] Residing at 424 Elmwood Avenue  
Everton, IL 60222  
 Notary Public in and for the State of Illinois

My commission expires 07-10-2010



Cook County Clerk's Office



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## MODIFICATION AGREEMENT

Loan No: 00496490006112

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

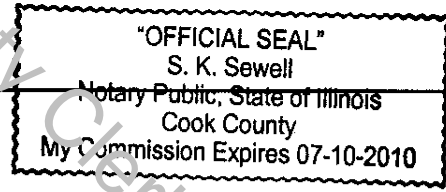
On this day before me, the undersigned Notary Public, personally appeared **ELIO J MONTENEGRO**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 4<sup>th</sup> day of December, 2008.

By [Signature] Residing at 1124 Elmwood Avenue  
Everest IL, 60702

Notary Public in and for the State of Illinois

My commission expires 07-10-2010



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## MODIFICATION AGREEMENT

Loan No: 00496490006112

(Continued)

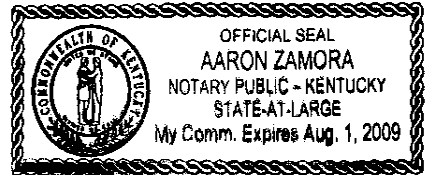
### LENDER ACKNOWLEDGMENT

STATE OF Ky )  
 ) SS  
 COUNTY OF Fayette )

On this 12<sup>th</sup> day of December, 2006 before me, the undersigned Notary Public, personally appeared Michael K. Jackson 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] AARON ZAMORA Residing at Fayette Co.

Notary Public in and for the State of KY  
 My commission expires 8-1-09



PROPERTY OF COUNTY CLERK'S OFFICE