



Doc#: 0703917031 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/08/2007 09:26 AM Pg: 1 of 6

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



3196747+9 00414511374562  
DUBOW, MARK  
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

CARLOS SANCHEZ, PROCESSOR  
1820 E SKY HARBOR CIRCLE SOUTH  
PHOENIX , AZ 85034

00414511374562

**MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT dated December 20, 2006, is made and executed between MARK G DUBOW and LINDA M DUBOW, whose addresses are 2320 LANDWEHR RD, NORTHBROOK, IL 60062 and 2320 LANDWEHR RD, NORTHBROOK, IL 60062 (referred to below as "Borrower"), MARK G DUBOW AND LINDA M DUBOW, HUSBAND AND WIFE, TENANTS BY THE ENTIRETY, whose address is 2320 LANDWEHR RD, 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 February 5, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 5, 2003 and recorded on February 25, 2003 in Recording/Instrument Number 0030262714, in the office of the County Clerk of COOK, Illinois (the "Mortgage").

The Equity Line Agreement and the Mortgage were subsequently modified by modification agreement dated December 1, 2005 and recorded on December 1, 2005 in Recording/Instrument Number 0533506023 in the office of the County Clerk of COOK, Illinois.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in COOK County, State of Illinois:

Parcel ID Number: 04-17-300-030  
LOT 2 IN LANDWEHR ESTATES, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD

Handwritten initials: SJ, SA, MY, P-6, DW

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

Loan No: 00414511374562

(Continued)

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2320 LANDWEHR RD, NORTHBROOK, IL 60062. The Real Property tax identification number is 04-17-300-030.

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 **\$450,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$450,000.00** 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 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 DECEMBER 20, 2006.**

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

Loan No: 00414511374562

(Continued)

**BORROWER:**

X Mark G. Dubow  
MARK G DUBOW, Individually

X Linda M. Dubow  
LINDA M DUBOW, Individually

**GRANTOR:**

X Mark G. Dubow  
MARK G DUBOW, Individually

X Linda M. Dubow  
LINDA M DUBOW, Individually

**LENDER:**

x Carolyn D. Johnson  
Authorized Signer

Carolyn D Johnson  
JPMorgan Chase Bank, N.A.  
P.O. Box 11606  
Lexington, KY 40576

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## MODIFICATION AGREEMENT

Loan No: 00414511374562

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
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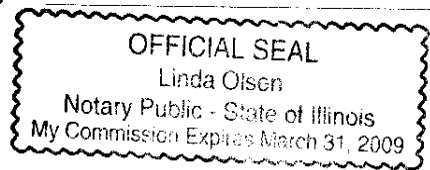
On this day before me, the undersigned Notary Public, personally appeared **MARK G DUBOW** and **LINDA M DUBOW**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20 day of December, 2006.

By Linda Olson Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 3-31-09



Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

Loan No: 00414511374562

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )

) SS

COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **MARK G DUBOW** and **LINDA M DUBOW**, 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 20 day of December, 2006.

By Linda Olsen

Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 3-31-09



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## MODIFICATION AGREEMENT

Loan No: 00414511374562

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )

COUNTY OF Cook )

) SS

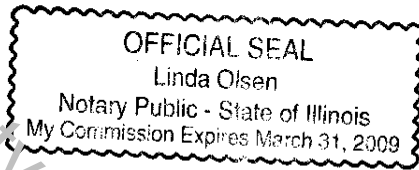
On this 20 day of December 2008, before me, the undersigned Notary Public, personally appeared Carolyn D Johnson <sup>Linda Olsen</sup> ~~mand~~ known to me to be the Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be 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 Linda Olsen

Residing at Cook Co

Notary Public in and for the State of IL

My commission expires 3-31-09



*(Large handwritten scribbles)*