Doc#: 0704602127 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 02/15/2007 10:31 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 42576-1606

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2671889+5 REGALADO, LUIS MODIFICATION AGREEMENT FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ARUELL M. SCOTT, PROCESSOR 1820 E. SKY HARBOR CIRCLE SOUTH STE. 200 PHOLNIX AZ 85034

414511227446

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 27, 2007, is made and executed between LUIS C REGALADO, whose address is 2521 LANDEN DR, MELROSE PAR'S, IL 60164 (referred to below as "Borrower"), LUIS C REGALADO, WHO ACQUIRED TITLE AS MARKIED NOW AN UNMARRIED PERSON, MARIA REGALADO, A MARRIED PERSON, and JOSE REGALADO, A MARRIED PERSON, whose address is 2521 LANDEN DR, MELROSE PARK, IL 60164 (referred to below as "Grantar"), 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 **September 10, 2001**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 10, 2001** and recorded on **October 16, 2001** in Recording/Instrument Number **0010962430**, 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:

THAT PART OF THE NORTH 65 FEET OF THE LOT 705.10 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CENTER LINE OF LANDEN DRIVE (EXCEPT THE EAST 164.95 FEET THEREOF) IN COOK COUNTY, ILLINOIS. 12-29-400-112-0000.

The Real Property or its address is commonly known as 2521 LANDEN DR, MELROSE PARK, IL 60164. The Real Property tax identification number is 12-29-400-112-0000.

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MODIFICATION AGREEMENT

Loan No: 414511227446 (Continued)

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 \$160,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$160,000.00 at any one time.

As of January 27, 2007 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be 1.500%.

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 Chemical Bank, N.A. JPMorgan Chase 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 JANUARY 27, 2007.

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MODIFICATION AGREEMENT

Loan No: 414511227446

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BORROWER:
x/// (1. 47V)
LUIS C REGALADO, Individually
GRANTOR:
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LUIS C REGALADO, in dividually
x Morin Reysins
MARIA REGALADO, Individually
JOSE REGALADO, Individually LENDER: X Authorized Signer
LENDER:
X Authorized Signer Authorized Signer
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MODIFICATION AGREEMENT

Loan No: 414511227446

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INDIVIDUAL ACKNOWLEDGMENT			
COUNTY OF DU Page)) SS	"OFFICIAL SEAL" Anna Shema Notary Pithic, State of Illinois My Commission Expires June 22, 2010	
On this day before me, the undersigned Notary Public, posterior to be the individual described in and who executed the Notary Public, posterior to the Notary			
he signed the Modification as his or her free and volunnentioned. Siven under my hand and official seal this			
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Notary Public in and for the State of $\frac{1}{2}$ My commission expires $6-12-1010$		716	
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MODIFICATION AGREEMENT

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INDIVIDUAL ACKNOWLEDGMENT			
STATE OF TC)	"OFFICIAL SEAL"	
COUNTY OF Dy Page) SS)	Anna Shema Notary Philic, State of Minois My Commission Expires June 22, 2010	
On this day before me, the undersigned Notary Public REGALADO; and JOSS REGALADO, to me known to be Modification Agreement and acknowledged that they signed deed, for the uses and purposes therein mentioned.	e the individuals o gned the Modifica	described in and who executed ation as their free and voluntary	
Given under my hand and official seal this 27	day of	aneroy, 2007	
By Mun M Shenry	Residing at <u>/</u> /	BW Group for Bersuo	
Notary Public in and for the State of)		
My commission expires <u>6-22-2010</u>			
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UNOFFICIAL COPY MODIFICATION AGREEMENT

Loan No: 414511227446 (Continued)

LENDER ACKN	OWLEDGMENT
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DUNTY OF Dy Pargl	OFFICIAL SEAL* Anna Shema Notary Public, State of Minois My Commission Expires June 22, 2010
knowledged said instrum an to be the free and volun	before me, the undersigned Notary and known to me to be the that executed the within and foregoing instrument and tary act and deed of the said Lender, duly authorized by for the uses and purposes therein mentioned, and on
th stated that he or she is authorized to execute this	
otary Public in and for the State of	Residing at <u>133 W Grous</u> Hoef Bousew FL 60106
y commission expires $6-27-2010$	
LASER PRO Landing, Var. 5.19.40.06 Copr. Harland Financial Solutions, Inc. 1997, 2007. All	Rights Reserved ILI/OH N:\CFI81\LASE' PF \rangle \r
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