UNOFFICIAL COPY



Doc#: 0704602138 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 02/15/2007 10:34 AM Pg: 1 of 8

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

Lexington, KY 40576-1606

3843104+4
NATIONS, WENDI TAYLOR
MODIFICATION AGREEMENT

ÚC112530058868

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

JAYNE DOTSON, PROCESSOR
1820 E SKY HARBOR CIRCLE SOUTH SUITE 200
PHOEIIIX, AZ 85034

00412530058868

MODIFICATION & GREEMENT

THIS MODIFICATION AGREEMENT dated January 30, 2007, is made and executed between WENDI TAYLOR NATIONS and SCOTT C NATIONS, whose addresses are 1661 N DAYTON ST, CHICAGO, IL 60614 and 1661 N DAYTON ST, CHICAGO, IL 60614 (referred to below as "Burrower"), WENDI TAYLOR NATIONS and SCOTT C NATIONS, WIFE AND HUSBAND, TENANTS BY THE ENTIRETY, whose address is 1661 N DAYTON ST, CHICAGO, IL 60614 (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lender"), whose address is 1111 Polaris Parkway, Columbus, OH 45 240.

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **September 24**, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 24**, 2004 and recorded on **November 23**, 2004 in Recording/Instrument Number 0432812120, 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:

PARCEL 1: THE WEST 41.36 FEET OF THE NORTH 1/2 OF LOT 67 AND ALL OF LOT 68 TAKEN AS A TRACT IN THE SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 32 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE NORTH 14.28 FEET OF THE EAST 22.56 FEET OF THE NORTH 1/2 OF LOTS 67 AND ALL OF LOT 68 TAKEN AS A TRACT IN THE SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH,

SNY SKA

0704602138 Page: 2 of 8

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00412530058868 (Continued)

Page 2

RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 14-32-426-074-0000.

The Real Property or its address is commonly known as 1661 N DAYTON ST, CHICAGO, IL 60614. The Real Property tax identification number is 14-32-426-074-0000.

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 \$339,600.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$339,600.00 at any one time

As of January 30, 2007 the margin used to determine the interest rate on the outstanding unraid 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 reain 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 of endorser, including accommodation makers, shall not be released by virtue of this Modification. In 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 intelect 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 JANUARY 30, 2007.

0704602138 Page: 3 of 8

Oot County Clart's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00412530058868

(Continued)

Page 3

BORROWER:

WENDI

TAYLOR

NATIONS.

Individually

SCOTT C NATIONS, individually

GRANTOR:

WENDI

TAYLOR

NATIONS,

Individually

SCOTT C NATIONS, Individually

LENDER:

Authorized Signer

[−]0704602138 Page: 4 of 8

UNOFFICIAL COPY

MODIFICATION AGREEMENT

On this day before the, the undersigned Notary Public, personally appeared **WENDI TAYLOR NATIONS**, 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 ______ day of _____ day of ______

, 20<u>07</u>.

Page 4

By Aphilia Medige

Residing at ___(

Notary Public in and for the State of _______

My commission expires 10-18-10

"OFFICIAL SEAL"
Ophelia George
Notary Public, State of Illinois
My Commission Expires Oct. 18, 2010

0704602138 Page: 5 of 8

Page 5

UNOFFICIAL CC MODIFICATION AGREEMENT

(Continued) Loan No: 00412530058868

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Illensin)	
STATE OF <u>Allensin</u>) SS	
COUNTY OF	,	
to be the individual described in and who executed the she signed the Modification as his or her free and vomentioned.	Residing at "OFFICIAL SEAL" Ophelia George Notary Public, State of Illinois My Commission Expires Oct. 18, 2010	
	C/O/X'S O/FICO	

0704602138 Page: 6 of 8

Page 6

UNOFFICIAL CC MODIFICATION AGREEMENT

(Continued) Loan No: 00412530058868

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Illensei	}	
COUNTY OF COSH) SS)	
On this day before me, the undersigned Notary Public, pe known to be the individual described in and who executed he or she signed the Mcdification as his or her free and therein mentioned.	d the Modification Agreement, and acknowled d voluntary act and deed, for the uses and	dged that purposes
Given under my hand and official seal this 30	day of January , 20	07.
By Aghelia May Motary Public in and for the State of Allunger My commission expires 10-18-10	Presiding at OFFICIAL SEAL* Ophelia George Notals Office State of Illinois My Commission Expires Oct. 18, 2010	
	C/O/A/S	
	T'S OFFICE	

0704602138 Page: 7 of 8

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00412530058868 (Continued)

Page 7

INDIVIDUAL AC	KNOWLEDGME	ENT
n		
STATE OF Illengin)	
COUNTY OF COOK) SS)	
On this day before me, the undersigned Notary Public, to be the individual described in and who executed the she signed the Modification as his or her free and volmentioned. Given under my hand and official seal this	e Modification Ag luntary act and de	reement, and acknowledged that he o
By Ophelir Groye	Residing at _	Cheropo
Notary Public in and for the State of <u>Illury</u> My commission expires <u>10-18-10</u>	O CONTRACTOR OF THE PARTY OF TH	OFFICIAL SEAL* Libraria: Seorge Notice - all State of Illinois My Commission - Expires Oct. 18, 2010
		John Office

0704602138 Page: 8 of 8

Page 8

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00412530058868 (Continued)

LENDER ACKNOWLEDGMENT		
STATE OF <u>llenser</u>)) SS)	
On this day of day of	before me, the undersigned Notary and known to me to be the that executed the within and foregoing instrument and	
acknowledged said instrument to be the free and volun	ntary act and deed of the said Lender, duly authorized by e, for the uses and purposes therein mentioned, and on	
By Jakey Hiving Notary Public in and for the State of Allery	Residing at Chung	
My commission expires 16-18-10	"OFFICIAL SEAL" Ophelia George Notary Public State of Illinois My Commission Expires Oct. 18, 2010	
LASER PRO Lending, Ver. 5.19.40.08 Copr. Harland Financial Solutions, Inc. 1997, 2007. Al	II Rights Reserved IL/IOH N:ICFIB1\LASEF ROICFRILPL\GZ01.FC TR-63830176 PR-MODNDEIL	