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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/20/2007 01:03 PM 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



3709925+6 00414511535305
MROWICE, BROCK
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

HOLLY GRAY, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511535305

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 5, 2007, is made and executed between RENEE C METZA and BROCK A MROWICE, whose addresses are 6 HAVERTON CT, STREAMWOOD, IL 60107 and 6 HAVERTON CT, STREAMWOOD, IL 60107 (referred to below as "Borrower"), RENEE C METZA, A SINGLE PERSON, whose address is 6 HAVERTON CT, STREAMWOOD, IL 60107 and BROCK A MROWICE, A SINGLE PERSON, whose address is 6 HAVERTON CT, STREAMWOOD, IL 60107 (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 **June 23, 2004**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **June 23, 2004** and recorded on **July 9, 2004** in Recording/Instrument Number **0419148205**, 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 : 06-14-312-005-1009

UNIT 20-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE HIGHLANDS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97939405, AS AMENDED FROM TIME TO TIME, IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

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Loan No: 414511535305

(Continued)

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6 HAVERTON CT, STREAMWOOD, IL 60107.
The Real Property tax identification number is 06-14-312-005-1009.

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 **\$122,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$122,000.00** 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 JANUARY 5, 2007.

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MODIFICATION AGREEMENT (Continued)

Loan No: 414511535305

BORROWER:

X *Renee C. Metz*
RENEE C METZA, Individually

X *Brock A Mrowice*
BROCK A MROWICE, Individually

GRANTOR:

X *Renee C. Metz*
RENEE C METZA, Individually

X *Brock A Mrowice*
BROCK A MROWICE, Individually

LENDER: JPMorgan Chase Bank, NA

X *Ellen Brady*
Authorized Signer
ELLEN BRADY

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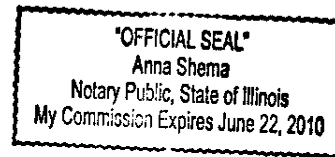
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Du Page

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On this day before me, the undersigned Notary Public, personally appeared **RENEE C METZA**, 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 5 day of January, 2007.

By Anna M Shema

Residing at 133W Grand Ave Bensenville IL 60106

Notary Public in and for the State of IL

My commission expires 6-22-2010

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

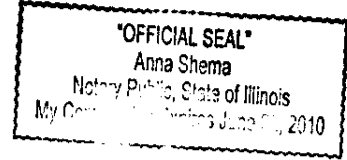
Loan No: 414511535305

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL _____)

COUNTY OF Asper _____)

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On this day before me, the undersigned Notary Public, personally appeared **BROCK A MROWICE**, 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.

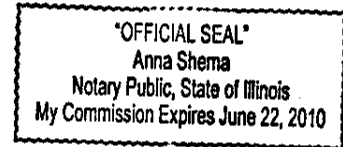
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By Anna M Shema _____

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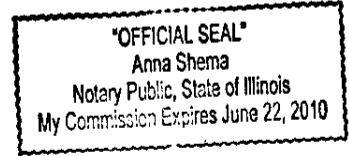
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COUNTY OF DuPage

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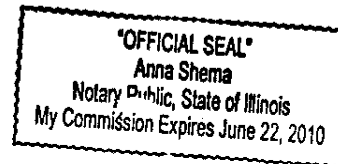
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