Doc#: 0705346159 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 02/22/2007 03:43 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

4029096+4

00414511618511

FOR RECORDER'S USE ONLY

MC CORMICK, MICHAEL MODIFICATION AGREEMENT

This Modification Agreement preparer by:

EURNADETTE RAMIREZ, PROCESSOR 1820 E SKY HARBOR CIRCLE SOUTH PHOENIX, AZ 85034

00414511618511

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 13, 2007, is made and executed between ELIZABETH MC CORMICK and MICHAEL MC CORMICK, whose addresses are 14012 VILLA CT, ORLAND PARK, IL 60462 and 14013 VILLA CT, ORLAND PARK, IL 60462 (referred to below is "Borrower"), ELIZABETH MC CORMICK and MICHAEL MC CORMICK, WIFE AND HUSBAND, TENANTS BY THE ENTIRETY, whose address is 14013 VILLA CT, ORLAND PARK, IL 60462 (referred to below as "Grantor"), and JOMORGAN 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 May 7, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated May 7, 2005 and recorded on May 25, 2005 in Recording/Instrument Number 0514513018, 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:

LOT 9 IN HARTZ'S RESUBDIVISION OF LOT 115 IN VILLA D'ESTE, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4, PART OF THE SOUTH EAST 1/4 AND PART OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 27-02-304-023-0000.

The Real Property or its address is commonly known as 14013 VILLA CT, ORLAND PARK, IL 60462. The Real Property tax identification number is 27-02-304-023-0000.

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0705346159 Page: 2 of 8

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MODIFICATION AGREEMENT

Loan No: 00414511618511

(Continued)

Page 2

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 \$70,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$70,000.00 at any one time.

As of **January 13**, **2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.260%**.

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. Finding, 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, rovation 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 2016/itionally, 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 precessor 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 Ore, Illinois, N.A.; Bank One, Indiana, N.A.; Bank One, Kentucky, N.A.; Bank One, Louisiana, N.A.; Bank Ore, 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 accurred certain Equity Line assets from Chase Bank USA, N.A. In any event, JPMorgan Chase Bank, N.A. is and 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 13, 2007.

0705346159 Page: 3 of 8

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MODIFICATION AGREEMENT

Loan No: 00414511618511

(Continued)

Page 3

BORROWER:

ELIZABETH MC CORMICK, Individually

MICHAEL MC CORMICK, Individually

GRANTOR:

ELIZABETH MC CORMICK, Individually

MICHAEL MC CORMICK, Individually

/////

LENDER:

Authorized Signer

0705346159 Page: 4 of 8

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511618511

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INDIVIDUAL ACKNOWLEDGMENT		
COUNTY OF	OF MAN NOTARY PUBLE COMMISSION	**************************************
On this day before me, the undersigned Notary Public,	the Modification Agreement, and	acknowledged that
By Notary Public in and for the State of	Residing at Olean	H
My commission expires Walt 57 200		
	Clartson	

0705346159 Page: 5 of 8

UNOFFICIAL COPY MODIFICATION AGREEMENT (Continued)

Loan No: 00414511618511

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INDIVIDUAL ACKNOWLEDGMENT		
) SS C. N. N. N. N. M.		
, personally appeared MICHAEL MC CORMICK, to meed the Modification Agreement, and acknowledged that not voluntary act and deed, for the uses and purposes		
day of		
Residing at Olandik.		
Clory's Office		

0705346159 Page: 6 of 8

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Loan No: 00414511618511

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INDIVIDUAL	ACKNOWLEDGMENT	
COUNTY OF COUNTY OF) SS NOTATI	TAL LINOIS \$
On this day before me, the undersigned Notary Pt known to be the individual described in and who exhe or she signed the Medification as his or her fitherein mentioned.	ree and voluntary act and deed, for	and acknowledged that
Given under my hand and official seal this	3 day of	, 20 07.
By Worker IS Notary Public in and for the State of	Residing at	10PC
My commission expires May 07 3	687	
	Cotto	

0705346159 Page: 7 of 8

MODIFICATION AGREEMENT

Loan No: 00414511618511

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Page 7 INDIVIDUAL ACKNOWLEDGMENT)) SS OFFR) MAK SY PUBLIC MVISSION E

STATE OF COUNTY OF On this day before me, the undersigned Notary Public, personally appeared MICHAEL MC CORMICK, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Wodification 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 Notary Public in and for the State of My commission expires Clart's Office

0705346159 Page: 8 of 8

UNOFFICIAL COPY MODIFICATION AGREEMENT (Continued)

Loan No: 00414511618511

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LENDER ACKNOWLEDGMENT		
COUNTY OF On this	for the uses and purposes therein mentioned, and on	
LASER PRO Lending, Ver. 5.19.40.56 Copr. Herland Phancial Solutions, Inc. 1987, 2007. At Fig.	This Reserved IL/IOH TN/CFIb., LAST 4970/CFILIPL/G201.PC TR-48330687 PR.MOOHEL/IL	