

UNOFFICIAL COPY



Doc#: 0705302186 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/22/2007 11:18 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



FOR RECORDER'S USE ONLY

4221163+4
TOTH, ILENE
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

ANGELICA ZAREMBA, PROCESSOR
1820 E SKY HARBOR CIRCLE S
PHOENIX, AZ 85034

00414511659527

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 30, 2007, is made and executed between ILENE M TOTH and ROBERT P TOTH, whose addresses are 6 LENOX CT, LEMONT, IL 60439 and 6 LENOX CT, LEMONT, IL 60439 (referred to below as "Borrower"), ROBERT P TOTH AND ILENE M TOTH, HIS WIFE, whose address is 6 LENOX CT, LEMONT, IL 60439 (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 **November 4, 2005**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **November 4, 2005** and recorded on **December 6, 2005** in Recording/Instrument Number **0534012027**, 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 ID Number: 22-21-305-024-0000

LOT 76 IN MCCARTHY POINTE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 21 AND PART OF THE NORTHWEST QUARTER OF SECTION 28, ALL IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6 LENOX CT, LEMONT, IL 60439. The Real Property tax identification number is 22-21-305-024-0000.

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 00414511659527

(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 **\$96,500.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$96,500.00** 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 and 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 30, 2007.

UNOFFICIAL COPY

MODIFICATION AGREEMENT (Continued)

Loan No: 00414511659527

BORROWER:

X *Ilene M. Toth*
ILENE M TOTH, Individually

X *Robert P. Toth*
ROBERT P TOTH, Individually

GRANTOR:

X *Ilene M. Toth*
ILENE M TOTH, Individually

X *Robert P. Toth*
ROBERT P TOTH, Individually

LENDER:

X *[Signature]*
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511659527

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF DuPage)

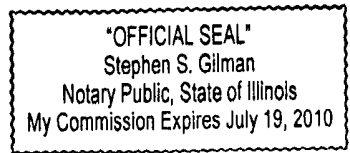
On this day before me, the undersigned Notary Public, personally appeared **ILENE M TOTH** and **ROBERT P TOTH**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of JAN, 2007.

By [Signature] Residing at WOODRIDGE

Notary Public in and for the State of IL

My commission expires 7-19-10



Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511659527

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF DuPage)

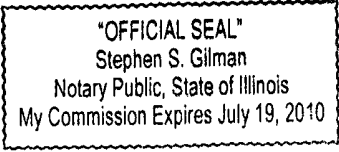
On this day before me, the undersigned Notary Public, personally appeared **ILENE M TOTH and ROBERT P TOTH**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of JAN, 2007.

By [Signature] Residing at WOODRIDGE

Notary Public in and for the State of IL

My commission expires 7-19-10



Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT (Continued)

Loan No: 00414511659527

LENDER ACKNOWLEDGMENT

STATE OF IL)

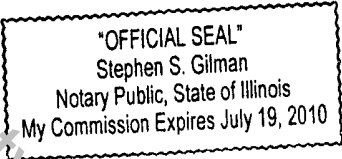
COUNTY OF DuPage) SS)

On this 20 day of JAN, 2007 before me, the undersigned Notary Public, personally appeared Robert and ELBIE TOTI and known to me to be the _____, 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 [Signature] Residing at WOODRIDGE

Notary Public in and for the State of IL

My commission expires 7-19-10



PROPERTY OF COOK COUNTY CLERK'S OFFICE