

UNOFFICIAL COPY



0706842031

Doc#: 0706842031 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/09/2007 08:44 AM Pg: 1 of 4

Drawn By: Lisa Crossland
Processor
201 N. Central Ave 31st Flr AZ1-1035
Phoenix, AZ 85004

And, After Recording, Return To:

JPMorgan Chase Bank, N.A.
Retail Lending Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606

P.I.N. _____

[Space Above This Line For Recording Data]

Loan Number: 414511695766

MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND HOME EQUITY LINE OF CREDIT MORTGAGE

THIS MODIFICATION AGREEMENT (this "Agreement") is made between JPMorgan Chase Bank, N.A. and I. Irwin Chaiken. In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean JPMorgan Chase Bank, N.A.

WHEREAS, you have entered into a Home Equity Line of Credit Agreement and Disclosure Statement (the "Line of Credit Agreement") with us dated June 05, 2006, which is secured by a Mortgage of the same date recorded in Document 0620853141, Book , at Page of the COOK County Register of Deeds ("Security Instrument"), covering real property located at 3470 N LAKE SHORE D, CALUMET CITY, IL, 60409, (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents"); and

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us that the Line of Credit Agreement and the Security Instrument will be modified as follows:

A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of February 16, 2007, (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to \$25,000.00.

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B. MODIFICATION OF SECURITY INSTRUMENT

As of the Effective Date, the Security Instrument is modified to decrease the principal sum that may be secured from \$125,000.00 to \$25,000.00. Except as to the decrease in the principal sum secured, this Agreement shall not affect our security interest in, or lien priority on, the Property.

C. OTHER TERMS

1. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

2. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

3. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

BORROWER:

I. Irwin Chaiken (Seal)

Print Name: I. Irwin Chaiken

Date: 2/21/07

Carol A. Chaiken (Seal)

Print Name: Carol A. Chaiken

Date: 2/21/07

____ (Seal)

Print Name:

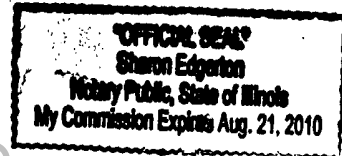
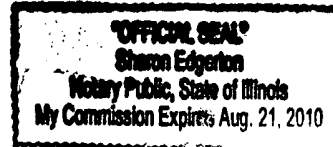
Date: _____

JPMORGAN CHASE BANK, N.A.

By: Sean McFarland (Seal)

Name: Sean McFarland, AVP

Date: February 16, 2007

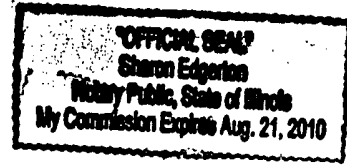


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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.:



I, Sharon Edgerton, a Notary Public in and for said county and state, do hereby certify that Irwin & Carol Chaiken, personally known to me to be the same person(s) whose name(s) Irwin & Carol Chaiken subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Irwin & Carol Chaiken signed and delivered the said instrument as _____ free voluntary act, for the used and purposes therein set forth.

Given under my hand and official seal this 20 day of February, 2007.

Sharon M. Edgerton (Seal)
 Notary Public, COOK County, Illinois.

My Commission expires: 08-21-2010

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UNOFFICIAL COPY**STREET ADDRESS:** 3470 N. LAKE SHORE DRIVE UNIT 20A**CITY:** CHICAGO**COUNTY:** COOK**TAX NUMBER:** 14-21-306-038-1046**LEGAL DESCRIPTION:**

UNIT 20-A, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS:

PARCEL 1:

THAT PART OF THE SOUTHERLY 40 FEET OF LOT 37, LYING SOUTHWESTERLY OF THE WEST LINE OF SHERIDAN ROAD (EXCEPTING THEREFROM THE WESTERLY 54.75 FEET) IN BLOCK 13 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, BOTH INCLUSIVE AND LOTS 33 TO 37, BOTH INCLUSIVE IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

PARCEL 2:

THE NORTHERLY 25 FEET MEASURED AT RIGHT ANGLES WITH THE NORTHERLY LINE THEREOF OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT 1 IN THE SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, BOTH INCLUSIVE AND LOTS 33 TO 37, BOTH INCLUSIVE IN PINE GROVE IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT WITH THE WESTERLY LINE OF SHERIDAN ROAD; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 150 FEET; THENCE SOUTHERLY TO A POINT IN THE SOUTH LINE OF SAID LOT DISTANT OF 190 FEET EASTERLY FROM THE WESTERLY LINE OF SAID LOT AND BEING ON THE NORTHERLY LINE OF HAWTHORNE PLACE; THENCE EASTERLY ALONG SOUTHERLY LINE OF SAID LOT 150.84 FEET TO WESTERLY LINE OF SHERIDAN ROAD; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SHERIDAN ROAD, 298.96 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

WHICH PLAT OF SURVEY IS ATTACHED AS 'EXHIBIT A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 20446824 AND FILED AS DOCUMENT NUMBER LR2380325, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.