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Doc#: 0707913019 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 03/20/2007 09:25 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

3050365+4

PAPADOPOULOS JOHN MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

CARLOS SANCHEZ, PROCESSOR 1820 E SKY HARBOR CIRCLE SOUTH STE 200 PHOENIX, AZ 85034

00414511337944

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated February 20, 2007, is made and executed between JOHN PAPADOPOULOS and ALEXANDRA PAPADOPOULOS, whose add asses are 909 N BRENTWOOD LN, MOUNT PROSPECT, IL 60056 and 909 N BRENTWOOD LN, MOUNT PROSPECT, IL 60056 (referred to below as "Borrower"), JOHN PAPADOPOULOS AND ALEXANDRA PAPADOPOULOS, HIS WIFE, JOINT TENANCY, whose address is 909 N BRENTWOOD LN, MOUNT PROSPECT, IL 60005 professed to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lender"), whose accircs 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 September 17, 2002, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated September 17, 2002 and recorded on October 3, 2002 in Recording/Instrument Number 0021085859, 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 349 IN BRICKMAN MANOR FIRST ADDITION UNIT 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 03-26-311-007-0000.

The Real Property or its address is commonly known as 909 N BRENTWOOD LN, MOUNT PROSPECT, IL 60056. The Real Property tax identification number is 03-26-311-007-0000.

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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 \$173,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$173,000.00 at any one time.

As of February 20, 2007 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be -0.760%.

CONTINUING VALCITY. 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, building, 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, revation 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 Mcdification. 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 Che, 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 FEBRUARY 20, 2007.

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BORROWER:
JOHN PAPADOPOULOS, Individually
X Alexandra Jana de Pouler ALEXANDRA PAPADOPOULOS, Individually
GRANTOR:
JOHN PAPADOPOULOS, Individuairy
X ALEXANDRA PAPADOPOULOS, Individually LENDER: X Authorized Signer
LENDER:
4Dx
x On M
Authorized Signer
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C/O/A/S O/A/CO

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MODIFICATION AGREEMENT

Loan No: 00414511337944 Page 4 (Continued) INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" STATE OF _____ Nila V. Patel) Notary Public, State of Illinois Cook County) SS My Commission Expires July 26, 2010 COUNTY OF) On this day before ne, the undersigned Notary Public, personally appeared JOHN PAPADOPOULOS, 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 orficie! seal this _______ 2 O____ day of _____ Feb_______, 2007__. Residing at 55 E Eyeing Notary Public in and for the State of My commission expires _____

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MODIFICATION AGREEMENT

Loan No: 00414511337944 Page 5 (Continued) INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL") Nila V. Patel Notary Public, State of Illinois) SS Cook County cook My Commission Expires July 26, 2010) On this day before nie, the undersigned Notary Public, personally appeared ALEXANDRA PAPADOPOULOS, 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 orficial seal this _____ & O___ day of ____ Feb _____, 20 º 7 . Residing at 55 E Euglid Notary Public in and for the State of My commission expires C/OPTS OFFICE

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MODIFICATION AGREEMENT

Loan No: 00414511337944 (Continued)

INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" Nila V. Patel Notary Public, State of Illinois Cock County cook My Commission Expires July 26, 2010 On this day before the, the undersigned Notary Public, personally appeared JOHN PAPADOPOULOS, 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 original seal this 20 day of Feb, 2007. Residing at 55 E Euclid Notary Public in and for the State of Sung Clary, Original My commission expires _____

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MODIFICATION AGREEMENT

Page 7 Loan No: 00414511337944 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF "OFFICIAL SEAL" Nila V. Patel Horary Public, State of Illinois) SS cook Jank County COUNTY OF maskin Expens July 26, 2010 On this day before me, the undersigned Notary Public, personally appeared ALEXANDRA PAPADOPOULOS, 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 οπίσιο' seal this _____ 20 day of <u>Feb</u>, 2007. Residing at 55 E Europe de Notary Public in and for the State of My commission expires _ Clart's Office

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MODIFICATION AGREEMENT

Loan No: 00414511337944 Page 8 (Continued) LENDER ACKNOWLEDGMENT STATE OF "OFFICIAL SEAL" Nila V. Patel Morany Public, State of Illinois) SS cook Cook County **COUNTY OF** M.) Commission Expires July 26, 2010 2007 before me, the undersigned Notary __ day of Public, personally appeared _ _ _ _ _ hn 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. Residing at 55 E Euclid Notary Public in and for the State of My commission expires _

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