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Cook County Recorder of Deeds Date: 03/26/2007 12:01 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

4652269+4 HOWARD-ANDERSON, TERESA

MODIFICATION AGREEMENT

00414511726869

FOR RECORDER'S USE ONLY

This Modification Agreement preparer by

**EEATRICE SELLA, PROCESSOR** 171 E WISCONSIN AVENUE MILWAUKEE, WI 53202

414511726869

### MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 24, 2007 is made and executed between TERESA HOWARD-ANDERSON, whose address is 21212 LOCUST ST, MATTESON, IL 60443 (referred to below as "Borrower"), TERESA HOWARD-ANDERSON, whose address is 212 2 LOCUST ST, MATTESON, IL 60443; A SINGLE PERSON (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 October 28, 2006, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated October 28, 2006 and recorded on November 27, 2006 in Recording/Instrument Number 0632941239, 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 31-23-311-020-0000

LOT 99 IN JOSEPH W O'CONNOR'S LINCOLN HIGHWAY ADDITION TO MATTESON, A SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING PART OF LOTS 19 AND 20 IN THE DIVISION OF PARTS OF SAID SECTION 23, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE REGISTRAR'S OFFICE ON JANUARY 19, 1950 AS SHOWN IN DOCUMENT NO. 1278890. IN COOK COUNTY, ILLINOIS. 31-23-311-020-0000.

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#### **MODIFICATION AGREEMENT**

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The Real Property or its address is commonly known as 21212 LOCUST ST, MATTESON, IL 60443. The Real Property tax identification number is 31-23-311-020-0000.

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 \$37,500.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$37,500.00 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, hinding, 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 not 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 viriting. 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 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 I nown 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 24, 2007.

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BORROWER:	
X	
GRANTOR:	
X TERESA HOWAP & ANDERSON, Individually	
LENDER: JPMorgan Chase Bank,	NA .
X Authorized Signer ABM	Layy BM Michael Hayts
INDIVIDUAL ACKI	WLEDGMENT
STATE OF $Ilinoi$	OFFICIAL SEAL* Justin P. Stewart Notary Public, State of Illinois Will County Not Commission Expires Dec
On this day before me, the undersigned Notary Public, porme known to be the individual described in and who exenthat he or she signed the Modification as his or her free at the mentioned.	cuted the Modification Agreement, and acknowledged and voluntary act and deed, for the uses and purposes
Given under my hand and official seal this ラビ	day of January, 2007.
s Section of the sect	Residing at Naw Leno X
Notary Public in and for the State of Illinois	
My commission expires 12-6-89	<del>_</del>

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STATE OF Illinois	)	OFFICIAL SEAL Justin P. Stewa Notary Public, State o	rt
COUNTY OF will	) SS }	Will County My Commission Expires C	Jec. 6, 2009
On this day before me, the undersigned Notary Public, per me known to be the individual described in and who exect that he or she signed the Modification as his or her free an therein mentioned.	uted the Modifi nd voluntary act	cation Agreement, an and deed, for the us	d acknow es and pu
Given under my hand and official seal this $24$	day of	Sanuary	, 20
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1 D P S = 5	Residing at	New Lenos	V
Notary Public in and for the State of			<u> </u>
My commission expires 17-6-09	l,		
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#### **MODIFICATION AGREEMENT**

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LENDER ACKNOWLEDGMENT		
STATE OF Illinois COUNTY OF will	) )	"OFFICIAL SEAL" Justin P. Stewart Notary Public, State of Illinois Will County My Commission Expires Dec. 6, 2006
On this	that executed the tary act and deed of for the uses and	within and foregoing instrument and
By State of Illinois	Residing at _/	Naw Lenox
My commission expires 12-6-69	047/2	
LASER PRO Landing, Ver. 5.19.40.06 Copr. Harland Financial Solutions, Inc. 1997, 2007. All R	Nights Reserved ILROH NICFIBILATURP	CFILPLIG201.FC TR-45146474 PR-MODHELIL