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0709602152

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

Doc#: 0709602152 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/06/2007 10:08 AM Pg: 1 of 5

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: 414511543101

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 Keith P. Foley and Joan Foley. 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 July 10, 2004, which is secured by a Mortgage of the same date recorded in Document 0421115031, Book , at Page of the COOK County Register of Deeds ("Security Instrument"), covering real property located at 906 S MITCHELL AVE, ARLINGTON HTS, IL, 60005, (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 March 23, 2007, (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to \$119,000.00.

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BOX 333-CT1

UNOFFICIAL COPY**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 \$180,000.00 to \$119,000.00. 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:

Keith P Foley (Seal)
Print Name: Keith P Foley

Date: 3-26-07
Joan Foley (Seal)
Print Name: Joan Foley

Date: 3-26-07

(Seal)
Print Name:

Date: _____
JPMORGAN CHASE BANK, N.A.
By: Donna Lauer (Seal)
Name: Donna Lauer, Bank Officer

Date: March 23, 2007

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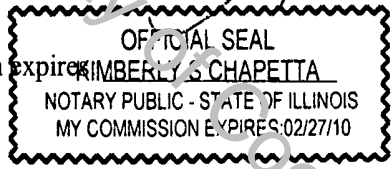
ACKNOWLEDGEMENTS

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

I, Kimberly S. Chapetta, a Notary Public in and for said county and state, do hereby certify that Keith P Foley & Jan Foley, personally known to me to be the same person(s) whose name(s) AS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the used and purposes therein set forth.

Given under my hand and official seal this 26th day of March, 2007.

[Signature] (Seal)
 Notary Public, COOK County, Illinois.



My Commission expires

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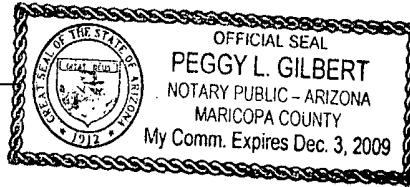
LENDER ACKNOWLEDGEMENTS

STATE OF ARIZONA)
)
 COUNTY OF MARICOPA) SS.:

On the 23rd day of March in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Donna Lauer, Bank Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Peggy L. Gilbert _____ (Seal)
 Notary Public

My commission expires on _____



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008372641 AH
STREET ADDRESS: 906 S. MITCHELL AVENUE
CITY: ARLINGTON HEIGHTS COUNTY: COOK
TAX NUMBER: 03-31-415-022-0000

LEGAL DESCRIPTION:

LOT 12 IN MILDRED M. TOLAR'S RESUBDIVISION OF LOTS 57, 58, 59, 60, 62, 63 AND 64
IN R. A. CEPER'S ARLINGTON HIGHLANDS, A SUBDIVISION OF PARTS OF SECTIONS 4 AND
9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PARTS OF
SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

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