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SOKOL, GENE
MODIFICATION AGREEMENT



Doc#: 0710048064 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/10/2007 10:47 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

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:
SHAWANTEL WHITE, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511637130

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated February 26, 2007, is made and executed between GENE V SOKOL and INGA SOKOL, whose addresses are 902 GREENWOOD ST UNIT 1S, EVANSTON, IL 60201 and 902 GREENWOOD ST UNIT 1S, EVANSTON, IL 60201 (referred to below as "Borrower"), GENE V SOKOL, whose address is 902 GREENWOOD ST UNIT 1S, EVANSTON, IL 60201 and INGA SOKOL, whose address is 902 GREENWOOD ST UNIT 1S, EVANSTON, IL 60201; HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY (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 July 13, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated July 13, 2005 and recorded on August 4, 2005 in Recording/Instrument Number 0521622103, 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: 11-18-328-018-1005

UNIT NO. 902-1 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE EAST 156 FEET OF THE NORTH 100 FEET OF BLOCK 41 IN CITY OF EVANSTON, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE

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MODIFICATION AGREEMENT

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(Continued)

THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NO. 38100, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 24225503; TOGETHER WITH AN UNDIVIDED 5.8025 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 902 GREENWOOD ST UNIT 1S, EVANSTON, IL 60201. The Real Property tax identification number is 11-18-328-018-1005.

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 **\$93,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$93,000.00** 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 nor 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.

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(Continued)


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 26, 2007.


BORROWER:

X 
GENE V SOKOL, Individually


X 
INGA SOKOL, Individually

GRANTOR:

X 
GENE V SOKOL, Individually

X 
INGA SOKOL, Individually

LENDER:

X 
Authorized Signer

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MODIFICATION AGREEMENT

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

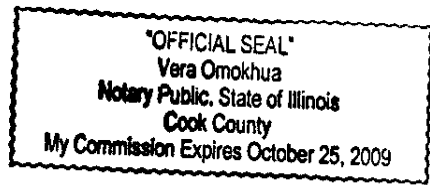
On this day before me, the undersigned Notary Public, personally appeared **GENE V SOKOL**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26 day of FEBRUARY, 2006.

By VERA OMIKHUA Residing at _____

Notary Public in and for the State of IL

My commission expires OCT 25TH 2009



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(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

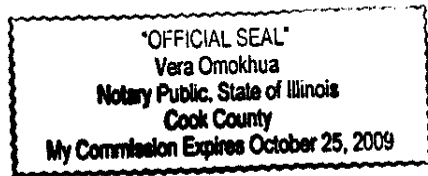
On this day before me, the undersigned Notary Public, personally appeared **INGA SOKOL**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

By VERA OMOKHUA Residing at _____

Notary Public in and for the State of IL

My commission expires OCT 25TH 2009



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MODIFICATION AGREEMENT

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(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

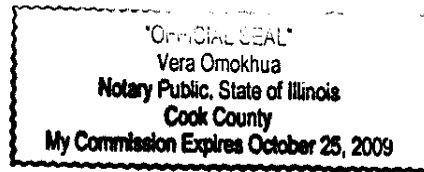
On this day before me, the undersigned Notary Public, personally appeared **GENE V SOKOL**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

By VERA OMOKHUA Residing at CHICAGO

Notary Public in and for the State of IL

My commission expires OCT 25TH 2009



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MODIFICATION AGREEMENT

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(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

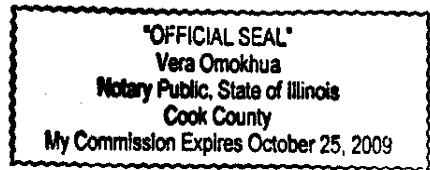
On this day before me, the undersigned Notary Public, personally appeared **INGA SOKOL**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

By VERA OMOKHUA Residing at CHICAGO

Notary Public in and for the State of IL

My commission expires OCT 25TH 2009



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(Continued)

LENDER ACKNOWLEDGMENT

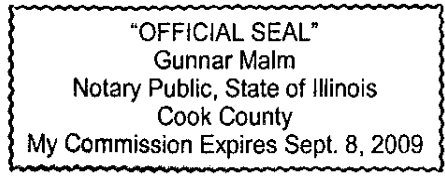
STATE OF IL)
)
) SS
 COUNTY OF COOK)

On this 26 day of FEB, 2007 before me, the undersigned Notary Public, personally appeared Vera Omokhva 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 Chicago, IL

Notary Public in and for the State of Illinois

My commission expires Sept 8, 2009



Cook County Clerk's Office