

# UNOFFICIAL COPY



Doc#: 0710010030 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/10/2007 10:23 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



3244699+4 00414511387422  
YANG, LONG  
MODIFICATION AGREEMENT

**FOR RECORDER'S USE ONLY**

This Modification Agreement prepared by:

MILENA WARNES, PROCESSOR  
111 E. WISCONSIN AVENUE  
MILWAUKEE, WI 53202

414511387422

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 2, 2007, is made and executed between LONG H YANG and MING W YANG, whose addresses are 3311 LAKEWOOD CT, GLENVIEW, IL 60026-2504 and 3311 LAKEWOOD CT, GLENVIEW, IL 60026-2504 (referred to below as "Borrower"), LONG H YANG, whose address is 3311 LAKEWOOD CT, GLENVIEW, IL 60026-2504 and MING W YANG, whose address is 3311 LAKEWOOD CT, GLENVIEW, IL 60026-2504; HUSBAND AND WIFE, IN JOINT TENANCY (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 **March 26, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 26, 2003** and recorded on **April 11, 2003** in Recording/Instrument Number **0030489536**, 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: 04-33-101-056-0000

LOT 19 IN LAKEWOOD COURT SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1979 AS DOCUMENT 25255234, IN COOK COUNTY, ILLINOIS.

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(Continued)

The Real Property or its address is commonly known as 3311 LAKEWOOD CT, GLENVIEW, IL 60026-2504. The Real Property tax identification number is 04-33-101-056-0000.

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 **\$250,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$250,000.00** at any one time. *Increased by \$165,000.00*

As of **March 2, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.76%**.

**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.

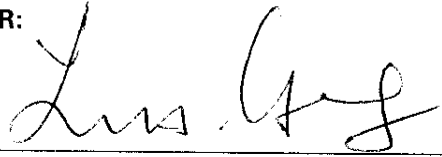
**BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED MARCH 2, 2007.**

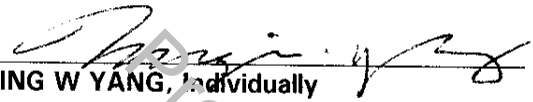
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## MODIFICATION AGREEMENT (Continued)


Loan No: 414511387422

BORROWER:

X   
LONG H YANG, Individually

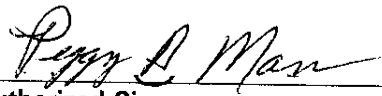
X   
MING W YANG, Individually

GRANTOR:

X   
LONG H YANG, Individually

X   
MING W YANG, Individually

LENDER: JP Morgan Chase Bank, N.A.

X   
Authorized Signer  
Peggy A Marr

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## MODIFICATION AGREEMENT (Continued)

Loan No: 414511387422

### INDIVIDUAL ACKNOWLEDGMENT

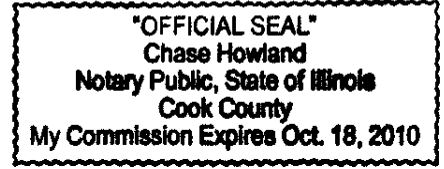
STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **LONG H YANG**, 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 2<sup>nd</sup> day of March, 2007.

By Chase Howland

Residing at Chase Bank

Notary Public in and for the State of Illinois

My commission expires Oct. 18, 2010

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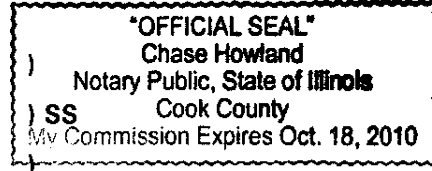
## MODIFICATION AGREEMENT (Continued)

Loan No: 414511387422

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **MING W YANG**, 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 2nd day of March, 2007.

By Chase Howland Residing at Chase Bank

Notary Public in and for the State of Illinois

My commission expires Oct 18, 2010

Property of Cook County Clerk's Office

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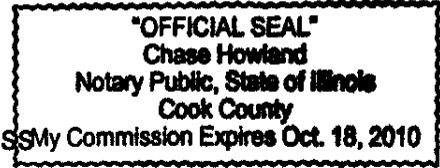
## MODIFICATION AGREEMENT (Continued)

Loan No: 414511387422

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **LONG H YANG**, 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 2nd day of March, 2007.

By Eha Daban Residing at Chase Bank

Notary Public in and for the State of Illinois

My commission expires Oct. 18, 2010

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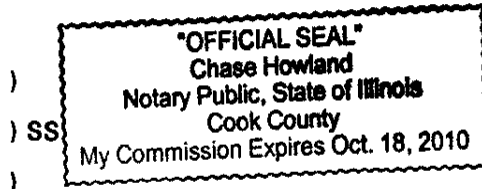
## MODIFICATION AGREEMENT (Continued)

Loan No: 414511387422

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **MING W YANG**, 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 2nd day of March, 2007.

By Chase Howland Residing at Chase Bank

Notary Public in and for the State of Illinois

My commission expires Oct. 18, 2010

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## MODIFICATION AGREEMENT (Continued)

Loan No: 414511387422

### LENDER ACKNOWLEDGMENT

STATE OF Kentucky

COUNTY OF Fayette



On this 22nd day of March, 2007 before me, the undersigned Notary Public, personally appeared Peggy A. Mair and known to me to be the V.P., 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] Notary Public Residing at Chase Bank, Fayette CO  
 SCOTT SYKES  
 Notary Public in and for the State of Kentucky

My commission expires 12-21-2009

Property of Clerk's Office