Doc#: 0710910034 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 04/19/2007 11:15 AM Pg: 1 of 5

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ROGERS, FRANCES MODIFICATION AGREEMENT 90415610204254

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by

AUTUMN RICHARDSON, PROCESSOR 111 E WISCONSIN AVENUE IVIL VAUKEE, WI 53202

415610204254

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 21, 2007, is mide and executed between FRANCES ROGERS, whose address is 1516 W 72ND ST, CHICAGO, IL 60636-4024 (referred to below as "Borrower"), FRANCES ROGERS, whose address is 1516 W 72ND ST, CHICAGO, IL 60636-4024; 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 November 10, 2006, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated November 10, 2006 and recorded on December 14, 2006 in Recording/Instrument Number 0634809002, 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: 20-29-105-019-0000

LOT 148 IN THE RESUBDIVISION OF LOTS 1, 2 AND 4 TO 30, INCLUSIVE, IN BLOCK 1; LOTS 1 TO 30, INCLUSIVE, IN BLOCK 2; LOTS 1 TO 30, INCLUSIVE, IN BLOCK 3; LOTS 1 TO 9 AND LOTS 12 TO 29, INCLUSIVE, IN BLOCK 4; LOTS 1 TO 5 AND 8 TO 29, INCLUSIVE, IN BLOCK 5; LOTS 1 TO 30, INCLUSIVE, IN BLOCK 6; LOTS 1 TO 39 IN BLOCK 7; LOTS 1 AND 2 AND LOTS 6 TO 30, INCLUSIVE, IN BLOCK 8; ALL IN DEWEY AND CASTETTERS SUBDIVISION OF BLOCKS 1 AND 4 OF FREDERICKS M. JONES SUBDIVISION OF THE WEST HALF OF SECTION 29,T S 38

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## **MODIFICATION AGREEMENT**

Loan No: 00415610204254 (Continued)

NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 20-29-105-019-0000.

The Real Property or its address is commonly known as 1516 W 72ND ST, CHICAGO, IL 60636-4024. The Real Property tax identification number is 20-29-105-019-0000.

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 \$40,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$40,000.00 at any one time.

As of March 21, 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 soft ordered 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 of 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 interast 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: JFMcran 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 21, 2007.

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# UNOFFICIAL COPY MODIFICATION AGREEMENT (Continued)

Loan No: 00415610204254	(Continued)	
BORROWER:		
FRANCES ROGERS, Jodividually		
GRANTOR:		
X Frances ROGERS Individually		
LENDER:  X  Authorized Signer		
WILL SALISBUR	***O	
INDI	VIDUAL ACI(NOWLEDGMI	ENT
	00	
STATE OF		"OFFICIAL SEAL" Anthony Garland
COUNTY OF COULC		Notary Public, State of Illinois My Commission Expires 10-18-2006
On this day before me, the undersigned to be the individual described in and wh she signed the Modification as his or he mentioned.	no executed the Modification Ager free and voluntary act and d	reement, and acknowledged that he o eed, for the uses and purposes therein
mentioned.  Given under my hand and official seal th	is <u>3-21</u> day of _	March, 20 03.
By Ha	Residing at	83405 Kedie
Notary Public in and for the State of	TIC	ChoIL 60052
My commission expires		. 20

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## **MODIFICATION AGREEMENT**

Page 4 Loan No: 00415610204254 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF \_\_\_\_\_\_ ) "OFFICIAL SEAL" Anthony Garland ) SS Notary Public, State of pignosis COUNTY OF COSIC My Cummission Expires 10-18-2008 ) On this day before me, the undersigned Notary Public, personally appeared FRANCES ROGERS, to me known to be the individual anscribed 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. 21 day of March, 2003. Given under my hand and official seal this Residing at 83405 (201. 2 Notary Public in and for the State of Juny Clark's Office 10-8-0 My commission expires

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## MODIFICATION AGREEMENT

Loan No: 00415610204254 (Continued) LENDER ACKNOWLEDGMENT **STATE OF** ) SS **COUNTY OF** day of before me, the undersigned Notary On this VILL SA**LISBURY** Public, personally a ippared 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 Notary Public in and for the State of OFFICIAL SEAL My commission expires REBECCA NEWBY NUTARY PUBLIC - KENTUCKY STATE-AT-LARGE My Comm. Expires Aug. 1, 2009 0 LASER PRO Lending, Ver. 5.19.40.06 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - IL/IOH NACFIST ASSOCIATED LIGHT STREET, ASSOCIATED LIGHT STRE