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Cook County Recorder of Deeds
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WHEN RECORDED MAIL TO:

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



4144845+4 00412530070396
KOERNER, ROBERT
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

JAIME BELLO, PROCESSOR
1820 E SKY HARBOR CIRCLE SOUTH
PHOENIX, AZ 85034

00412530070396

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 22, 2007, is made and executed between ROBERT E KOERNER and MEGAN A KOERNER, whose addresses are 680 N LAKE SHORE DR APT 321, CHICAGO, IL 60611 and 680 N LAKE SHORE DR APT 321, CHICAGO, IL 60611 (referred to below as "Borrower"), ROBERT E KOERNER AND MEGAN A KOERNER, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY, whose address is 680 N LAKE SHORE DR APT 321, CHICAGO, IL 60611 (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 **August 22, 2005**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **August 22, 2005** and recorded on **September 15, 2005** in book 0, in Recording/Instrument Number **0525822073**, 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:

Parcel ID Number: 17-10-202-083-1008

PARCEL 1: UNIT NO. 321. IN 680 TOWER RESIDENCE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING: LOT 2, IN PAUL'S SUBDIVISION OF THE LAND, PROPERTY AND SPACE IN PART OF LOTS 5 AND 6 AND THE TRACT MARKED "ALLEY" LYING BETWEEN SAID

Sp9
2/2/07

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 00412530070396

(Continued)

LOTS 5 AND 6 OF COUNTY CLERK' S DIVISION OF THE UNSUBDIVIDED ACCRETIONS LYING EAST OF AND ADJOINING THE SUBDIVIDED PARTS OF BLOCKS 43, 44 AND 54 WITH OTHER LANDS IN KINZIE'S ADDITION TO CHICAGO, ILLINOIS IN THE NORTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING FROM SAID LOT 2 THAT PART THEREOF, BEING THE PROPERTY AND SPACE AT THE SECOND FLOOR LEVEL OF SAID BUILDING LYING BETWEEN A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.52 FEET ABOVE CHICAGO CITY DA TU M (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT SAID SECOND FLOOR) AND A HORIZONTAL PLANE HAVING AN ELEVATION OF 50.501 FEET ABOVE CHICAGO CITY DA TU M (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT THE THIRD FLOOR IN SAID BUILDING) AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 2 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 WHICH IS 70.33 FEET NORTH FROM THE NORTH LINE OF EAST ERIE STREET, AND THIRTY THREE HUNDREDTHS (0.33) OF A FOOT EAST FROM THE RANGE LINE, HEREINAFTER DESCRIBED, AND RUNNING THENCE ALONG LINES PARALLEL WITH THE EAST LINE OF NORTH MCCLURG COURT, AND ALONG LINES PERPENDICULAR TO SAID EAST LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: WEST 35.21 FEET; NORTH 40.63 FEET; EAST 12.49 FEET; NORTH 12.05 FEET; WEST 4.38 FEET; NORTH 16.16 FEET; EAST 6.45 FEET; NORTH 17.91 FEET; EAST 20.59 FEET TO A POINT 157.08 FEET NORTH FROM SAID NORTH LINE OF EAST ERIE STREET AND THIRTY THREE HUNDREDTHS (0.33) OF A FOOT EAST FROM SAID RANGE LINE; THENCE SOUTH PARALLEL WITH SAID RANGE LINE 86.75 FEET TO THE POINT OF BEGINNING ALSO EXCEPTING FROM SAID LOT 2 THAT PART THEREOF BEING THE PROPERTY AND SPACE AT THE THIRD FLOOR LEVEL OF SAID BUILDING LYING BETWEEN A HORIZONTAL PLANE HAVING AN ELEVATION OF 50.50 FEET ABOVE CHICAGO CITY DA TU M (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT SAID THIRD FLOOR) AND A HORIZONTAL PLANE HAVING AN ELEVATION OF 62.52 FEET ABOVE CHICAGO CITY DA TU M (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT THE FOURTH FLOOR OF SAID BUILDING) AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 2 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 WHICH IS 70.33 FEET NORTH FROM THE NORTH LINE OF EAST ERIE STREET AND THIRTY THREE HUNDREDTHS (0.33) OF A FOOT EAST FROM THE RANGE LINE, HEREINAFTER DESCRIBED, AND RUNNING THENCE ALONG LINES PARALLEL WITH THE EAST LINE OF NORTH MCCLURG COURT AND ALONG LINES PERPENDICULAR TO SAID EAST LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: WEST 25.17 FEET; NORTH 11.31 FEET; WEST 10.04 FEET; NORTH 29.32 FEET; EAST 12.49 FEET; NORTH 12.05 FEET; WEST 4.38 FEET; NORTH 15.76 FEET; EAST 6.45 FEET; NORTH 18.31 FEET; EAST 20.59 FEET TO A POINT 157.08 FEET NORTH FROM SAID NORTH LINE OF EAST ERIE STREET AND THIRTY THREE HUNDREDTHS (0.33) OF A FOOT EAST FROM SAID RANGE LINE; THENCE SOUTH PARALLEL WITH SAID RANGE LINE 86.75 FEET TO THE POINT OF BEGINNING ALSO COMPRISED OF LOTS 9 AND 23, AND THOSE PORTIONS OF LOT 7 IN PAUL'S SUBDIVISION AFOREMENTIONED, BEING THE PROPERTY AND SPACE AT THE 6TH AND 7TH FLOOR LEVELS OF SAID BUILDING LYING BETWEEN A HORIZONTAL PLANE HAVING AN ELEVATION OF 86.52 FEET ABOVE CHICAGO CITY DA TU M (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT SAID 6TH FLOOR OF SAID BUILDING) AND A HORIZONTAL PLANE HAVING AN ELEVATION OF 110.53 FEET ABOVE CHICAGO CITY DA TU M (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT THE 8TH FLOOR OF SAID BUILDING) AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 7 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF SAID LOT 7 WHICH IS 70.33 FEET NORTH FROM THE NORTH LINE OF EAST ERIE STREET AND 0.33 (THIRTY THREE HUNDREDTHS OF A FOOT) EAST FROM THE RANGE LINE, HEREINAFTER DESCRIBED AND RUNNING THENCE ALONG PARALLEL WITH THE EAST LINE OF NORTH MCCLURG COURT, AND ALONG LINES PERPENDICULAR TO SAID EAST LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: WEST 35.21 FEET; NORTH 40.63 FEET; EAST 12.49 FEET; NORTH 12.05 FEET; WEST 4.38 FEET; NORTH 16.16 FEET; EAST 6.45 FEET; NORTH 17.91 FEET; EAST 20.59

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FET TO A POINT 157.00 FEET NORTH FROM SAID NORTH LINE OF EAST ERIE STREET AND 0.33' (THIRTY THREE HUNDRETHS) OF A FOOT EAST FROM SAID RANGE LINE; THENCE SOUTH PARALLEL WITH SAID RANGE LINE 86.75 FEET TO THE POINT OF BEGINNING SAID RANGE LINE HEREIN MENTIONED BEING A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF EAST ERIE STREET AND WHICH INTERSECTS SAID NORTH LINE AT A POINT 83.95 FEET EAST FROM THE NORTHEAST CORNER OF EAST ERIE STREET AND NORTH MCCLURG COURT, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26912811 AND AS AMENDED TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 26320245, AS AMENDED, IN COOK COUNTY, ILLINOIS.

RECORDED AS DOCUMENT 26320245, AS AMENDED, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 680 N LAKE SHORE DR APT 321, CHICAGO, IL 60611. The Real Property tax identification number is 17-10-202-083-1008.

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 **\$200,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$200,000.00** at any one time.

As of **March 22, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.260%**.

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,

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MODIFICATION AGREEMENT

Loan No: 00412530070396

(Continued)

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.

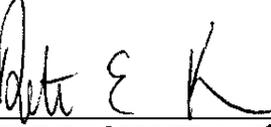
BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED MARCH 22, 2007.

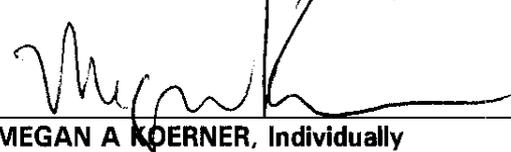
BORROWER:

X 
ROBERT E KOERNER, Individually

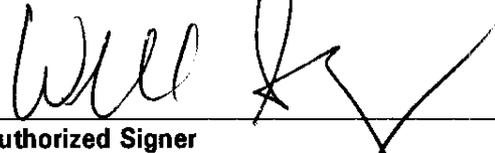
X 
MEGAN A KOERNER, Individually

GRANTOR:

X 
ROBERT E KOERNER, Individually

X 
MEGAN A KOERNER, Individually

LENDER:

X 
Authorized Signer

WILL SALISBURY

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MODIFICATION AGREEMENT

Loan No: 00412530070396

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS
)



On this day before me, the undersigned Notary Public, personally appeared **ROBERT E KOERNER**, 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 22 day of MARCH, 2007.

By Cheryl D. Ingram Residing at CHASE BANK

Notary Public in and for the State of ILLINOIS

My commission expires May 4, 2009

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00412530070396

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK)

) SS
)



On this day before me, the undersigned Notary Public, personally appeared **MEGAN A KOERNER**, 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 22 day of March, 2007.

By Cheryl D. Ingram Residing at Chase Bank

Notary Public in and for the State of ILLINOIS

My commission expires May 4, 2009

Property of Cook County Clerk's Office

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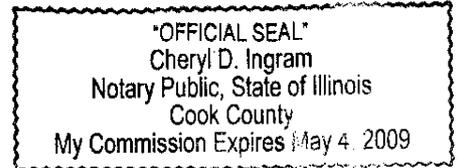
MODIFICATION AGREEMENT

Loan No: 00412530070396

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
)



On this day before me, the undersigned Notary Public, personally appeared **ROBERT E KOERNER**, 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 22 day of March, 2007.

By Cheryl D. Ingram Residing at Chase Bank

Notary Public in and for the State of ILLINOIS

My commission expires May 4, 2009

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00412530070396

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **MEGAN A KOERNER**, 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 22nd day of March, 2007.

By Cheryl D. Ingram Residing at Chase Bank

Notary Public in and for the State of ILLINOIS

My commission expires May 4, 2009

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT (Continued)

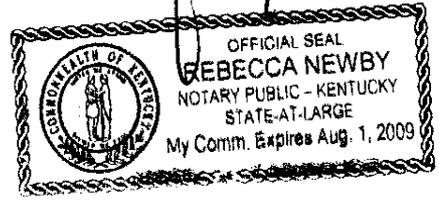
Loan No: 00412530070396

LENDER ACKNOWLEDGMENT

STATE OF Ky)
)
COUNTY OF Jayette) SS
)

On this 11 day of April, 2007 before me, the undersigned Notary Public, personally appeared WILL SALISBURY 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 Jayette
Notary Public in and for the State of Ky
My commission expires _____



Notary of Cook County Clerk's Office