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Cook County Recorder of Deeds
Date: 04/30/2007 08:10 AM Pg: 1 of 5

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Lexington, KY 40576-1606



4819815+3 DROZD, KAREN MODIFICATION AGREEMENT FOR RECORDER'S USE ONLY

This Modification Agreement prepared o,:

DIANA ESPINOZA, PROCESSOR 1820 E SKY HARBOR CIRCLE SOUTH PHOENIX, AZ 85034

429228399244

### MODIFICATION A GREEMENT

THIS MODIFICATION AGREEMENT dated March 27, 2007, is made and executed between KAREN DROZD, whose address is 253 E DELAWARE PL 16C, CHICAGO, IL 60611 (referred to below as "Borrower"), KAREN DROZD, AN UNMARRIED WOMAN, whose address is 253 E DEL/WARE PL 16C, 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 28, 2004, (the "Equity Line Agreement"). (by debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated August 28, 2004 and recorded on September 13, 2004 in Recording/Instrument Number 0425726135, 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:

UNIT 16C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 253 EAST DELAWARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25993450, IN THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 17-03-222-025-1054.

The Real Property or its address is commonly known as 253 E DELAWARE PL 16C, CHICAGO, IL 60611. The Real Property tax identification number is 17-03-222-025-1054.

### Page 2

# UNOFFICIAL COPY MODIFICATION AGREEMENT

Loan No: 429228399244 (Continued)

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 \$42,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$42,000.00 at any one time.

As of March 27, 2007 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be 0.760%.

continuing valuation. 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, birding, 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, provation 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 precedessor 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 'enders: 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 27, 2007.

Page 3

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MODIFICATION AGREEMENT
Loan No: 429228399244 (Continued)

X KAREN DROZD, Individually				
X KAREN DROZD, Individually				
Authorized Signer JENNIFER SMITH				
INDIVIDUAL ACKNOWLEDGMENT				
STATE OF ILLINOIS  COUNTY OF COOK	Olyss I	OFFICIAL SEAL DANISH RAUF NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/06/09	•	
On this day before me, the undersigned Notary Public, personal the individual described in and who executed the Modific signed the Modification as his or her free and voluntary mentioned.  Given under my hand and official seal this	ation Agreemo act and dee	ent, and acknowledged that he d, for the uses and purposes t	or she therein	
	Residing at _	Chicago, illinois		
My commission expires $04-06-09$ .		·		

0712001062 Page: 4 of 5

# UNOFFICIAL COPY MODIFICATION AGREEMENT

MODIFICATION AGREEMENT
Loan No: 429228399244 (Continued)

Page 4

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STATE OF ILLINOIS	OFFICIAL SEAL DANISH RAUF NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/06/09
COUNTY OF COOK	) SS
On this day before me, the undersigned Notary Public, pers the individual described in and who executed the Modifica- signed the Modification as his or her free and voluntary mentioned.	ation Agreement, and acknowledged that he or she act and deed, for the uses and purposes thereir
Given under my hand and orificial seal this 27	day of MAPCI+, 20_07.
By Carrie Rang  Notary Public in and for the State of /// // // // // // // // // // // // /	Residing at Chicago ILL (NOIS
	Clart's Original

0712001062 Page: 5 of 5

TO OFFICE

# UNOFFICIAL COPY MODIFICATION AGREEMENT

Page 5 (Continued) Loan No: 429228399244 LENDER ACKNOWLEDGMENT STATE OF ILLINOIS OFFICIAL SEAL DANISH RAUF NOTARY PUBLIC - STATE OF ILLINOIS ) SS COUNTY OF , 2007 before me, the undersigned Notary and known to me to be the Chese employed, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said inst, in ent 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 Chicago, ILLINOIS Notary Public in and for the State of 04-06-0 My commission expires

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