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Doc#: 0712001089 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/30/2007 08:30 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

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



4001530+4 00414511612262
COSIMINI, LAWRENCE
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

HOLLY GRAY, PROCESSOR
115 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511612262

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 3, 2007, is made and executed between LAWRENCE COSIMINI, whose address is 3300 N LAKE SHORE DR APT 11B, CHICAGO, IL 60657 (referred to below as "Borrower"), LAWRENCE COSIMINI, whose address is 3300 N LAKE SHORE DR APT 11B, CHICAGO, IL 60657; A SINGLE MAN (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 April 9, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 9, 2005 and recorded on April 28, 2005 in Recording/Instrument Number 0511822113, 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 : 14-21-310-055-1026

UNIT NUMBER 11-"B" IN 3300 LAKE SHORE DRIVE AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE SOUTH 100 FEET OF LOTS 36, 37, 38 AND 39 AND THE SOUTH 100 FEET OF THAT PART OF LOT 40 LYING WEST OF THE WEST LINE OF SHERIDAN ROAD IN BLOCK 3 IN LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE, IN SECTION 21 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511612262

(Continued)

SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION AS TRUSTEE, UNDER TRUST AGREEMENT DATED JUNE 1, 1973 AND AMENDED MARCH 7, 1974 AS DOCUMENT NUMBER 2264121 AND KNOWN AS TRUST NUMBER 2371 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22632555 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS. 14-21-310-055-1026.

The Real Property or its address is commonly known as 3300 N LAKE SHORE DR APT 11B, CHICAGO, IL 60657. The Real Property tax identification number is 14-21-310-055-1026.

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 **\$84,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$84,000.00** at any one time.

As of **April 3, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.25%**.

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.

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MODIFICATION AGREEMENT

Loan No: 414511612262

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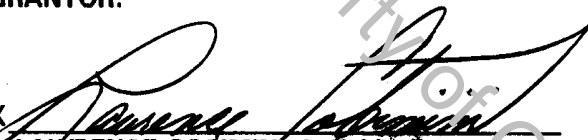
APPLICABLE LAW. Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 85 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 APRIL 3, 2007.

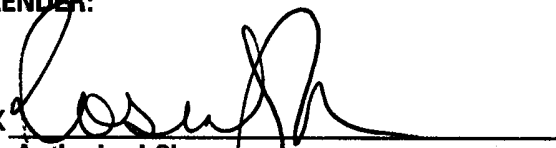
BORROWER:

X 
LAWRENCE COSIMINI, Individually

GRANTOR:

X 
LAWRENCE COSIMINI, Individually

LENDER:

X 
Authorized Signer

Rose Douglas
JPMorgan Chase Bank NA

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511612262

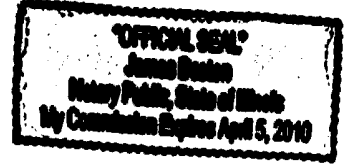
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)
) SS
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On this day before me, the undersigned Notary Public, personally appeared LAWRENCE COSIMINI, 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 3rd day of April, 2007.

By J.T. Butler

Residing at JPMorgan Chase Bank, N.A.
Lincoln Wellington
2968 N. Lincoln Ave.
Chicago, IL 60657

Notary Public in and for the State of Illinois

My commission expires 4/5/2010

County Clerk's Office

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MODIFICATION AGREEMENT

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(Continued)

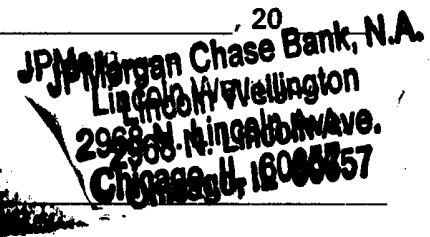
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared LAWRENCE COSIMINI, 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 3rd day of _____, 20



By [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 4/5/2010

County Clerk's Office

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MODIFICATION AGREEMENT

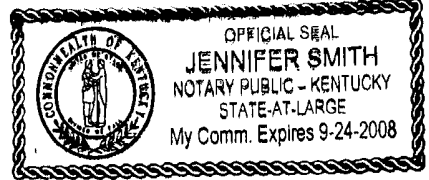
Loan No: 414511612262

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LENDER ACKNOWLEDGMENT

STATE OF Kentucky

COUNTY OF Fayette



On this 23 day of April 07 before me, the undersigned Notary Public, personally appeared Rose Douglas 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 Jennifer Smith
Notary Public in and for the State of Kentucky
My commission expires 9/24/08

JPMorgan Chase Bank NA
201 East Main Street
Lexington, KY 40507

Residing at _____

County Clerk's Office