## **UNOFFICIAL COPY**

Doc#: 0713006035 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 05/10/2007 11:03 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

JPMorgan Chase Bank, N.A. Retail Loan Servicing KY2-1606

P.O. Box 11606

exington, KY 40576-1606

397838+4

00414511693054 HILL, KENNETH MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ROXANNE OCHOA, PROCESSOR 1820 E SKY HARBOR CIRCLE SOUTH 2/10ENIX, AZ 85034

00414511693054

#### MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 7, 2007, is made and executed between KENNETH HILL and LEONORA L HILL, whose addresses are 3014 BOB-O-LINK RD, FLOSSMOOR, IL 60422 and 3014 BOB-O-LINK RD, FLOSSMOOR, IL 60422 (referred to below as "Borrower"), KENNETH HILL AND LEONORA L HILL, HUSBAND AND WIFE, TENANTS BY THE ENTIRETY, whose address is 3014 BOB-O-LINK RD, FLOSSMOOR, IL 60422 (referred to below as "Grantor"), and JPMORGAN CHASE CONK, 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 22, 2006, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 22, 2006 and recorded on May 17, 2006 in Recording/Instrument Number 0613722078, 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

LOT 12 IN BLOCK 5 IN HEATHER HILL RESUBDIVISION, BEING RAYMOND L LUTGERT'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1963, AS DOCUMENT NUMBER 18691973, IN COOK COUNTY,

The Real Property or its address is commonly known as 3014 BOB-O-LINK RD, FLOSSMOOR, IL

# UNOFFICATION AGREEMENT PY

Loan No: 00414511693054 (Continued)

60422. The Real Property tax identification number is 31-12-119-012-0000.

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 \$95,700.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$95,700.00 at any one time.

As of **April 7**, **2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.000**%.

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 or gate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfacular, 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 cripinal Equity Line Agreement was entered into by and between Borrower and one of the following named' Inders: 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. it 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 APRIL 7, 2007.

0713006035 Page: 3 of 6

### UNOFFICATION AGREEMENT PY

Loan No: 00414511693054

(Continued)

Page 3

**BORROWER:** 

KENNETH HILL, Individually

LEONORA L H'Z', Individually

**GRANTOR:** 

KENNETH HILL, Individually

LEONORA L HILL, Individually

LENDER:

JPMorgan Chase Bank, NA

**Authorized Signer** 

Michael K Jackson

Tot County Clert's Office

0713006035 Page: 4 of 6

#### UNOFICALALECOPY

Loan No: 00414511693054 (Continued)

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF	)	"OFFICIAL SEAL" Herbert Tillman
COUNTY OF COOK	) SS )	Notary Public, State of Illinois Cook County My Commission Expires Oct. 10, 2007
On this day before me, the undersigned Notary Public, HILL, to me known to be the individuals described in acknowledged that they signed the Modification as the purposes therein mentioned.	and who evecut	ad the Marker of A
Given under my hand and official seal this ZTH		eympia Fierds, ZC. 64
Notary Public in and for the State of Z L  My commission expires 0 (7. (0, 2007)		
	C	T'S OFFICE

0713006035 Page: 5 of 6

#### UNOFICATION AGREEMENT PY

Page 5 Loan No: 00414511693054 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF ZC ) "OFFICIAL SEAL" Herbert Tillman ) SS Notary Public, State of Illinois COUNTY OF COOK Cook County My Commission Expires Oct. 10, 2007 On this day before me, the undersigned Notary Public, personally appeared KENNETH HILL and LEONORA L HILL, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned. Residing at OLYMPIA FICLUS, ZC. 6046 2 Notary Public in and for the State of \_\_\_\_\_\_\_ OUNT CICRAS OFFICE My commission expires \_  $\mathcal{Q}_{c}f$  \_  $\mathcal{Q}_{c}$ 

0713006035 Page: 6 of 6

Page 6

### UNOFICATION AGREEMENT PY

Loan No: 00414511693054 (Continued) LENDER ACKNOWLEDGMENT "OFFICIAL SEAL" STATE OF \_\_\_\_\_ Herbert Tillman ) Notary Public, State of Illinois ) SS Cook County My Commission Expires Oct. 10, 2007 COUNTY OF COUK 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 a thorized to execute this said instrument. Residing at Obyugin Fictor, It 60462 Notary Public in and for the State of ZZ My commission expires Oct. 10, 2007 IA FRENCY. LASER PAO Leading, Ver. 5, 99-40,05, Copr. Martinul Financial Solutions, Inc. 1997, 2007. All Rights Reserv