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Cook County Recorder of Deeds
Date: 05/22/2007 11:36 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:

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



4871417+3 00449219531194
DESAI, NIRAJ
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ANGELA BENARDINI, PROCESSOR
1822 E SKY HARBOR CIRCLE SOUTH
PHOENIX, AZ 85034

449219531194

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 16, 2007, is made and executed between NIRAJ A DESAI, whose address is 2140 N WINCHESTER, CHICAGO, IL 60614 (referred to below as "Borrower"), NIRAJ A DESAI and SWATI K DESAI, MARRIED TO EACH OTHER, whose address is 2140 N WINCHESTER, CHICAGO, IL 60614 (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 July 27, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated July 27, 2003 and recorded on August 13, 2003 in Recording/Instrument Number 0322533161, 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: 14-31-208-052-0000

PARCEL 1: THE NORTH 38.00 FEET OF LOTS 56, 57, 58 AND 59 TAKEN AS A TRACT (EXCEPT THAT PART OF LOT 59 TAKEN OR USED FOR KENNEDY EXPRESSWAY) EXCEPT THE WEST 99.05 FEET, ALL IN BLOCK 41 IN THE SUBDIVISION OF BLOCKS 17, 18 20, 21 (EXCEPTING LOTS 1, 6 AND 12 IN SAID BLOCK 21) 23, 28, 29, 30, 31, 32 (EXCEPTING LOTS 1, 2, 3, 6 AND 7) 33, 38, 39, 40 AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

P-7

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 449219531194

(Continued)

COOK COUNTY, ILLINOIS, PARCEL 2: EASEMENT FOR INGRESS AND EGRESS, USE AND ENJOYMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR NORTH WINCHESTER COURT TOWNHOMES RECORDED AS DOCUMENT NUMBER 96962559, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2140 N WINCHESTER, CHICAGO, IL 60614. The Real Property tax identification number is 14-31-208-052-0000.

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 **\$80,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$80,000.00** at any one time. *Increase by \$48,800.00*

As of **April 16, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.

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, 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

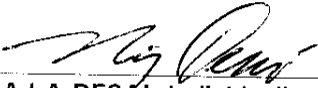
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MODIFICATION AGREEMENT (Continued)

Loan No: 449219531194


MODIFICATION AGREEMENT IS DATED APRIL 16, 2007.

BORROWER:

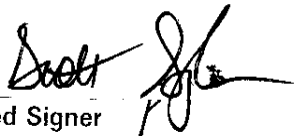
X 
NIRAJ A DESAI, Individually

GRANTOR:

X 
NIRAJ A DESAI, Individually

X 
SWATI K DESAI, Individually

LENDER:

X 
Authorized Signer
SCOTT SYKES

Recording Requested By:
JPI for JPMorgan Chase Bank, NA

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MODIFICATION AGREEMENT (Continued)

Loan No: 449219531194

INDIVIDUAL ACKNOWLEDGMENT

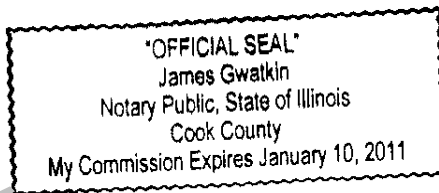
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **NIRAJ A DESAI**, 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 16th day of April, 2007.

By James Gwatkin Residing at Chase 8510 W. Golf Rd. Niles, IL 60714
 Notary Public in and for the State of Illinois

My commission expires 1-10-2011



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MODIFICATION AGREEMENT

Loan No: 449219531194

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

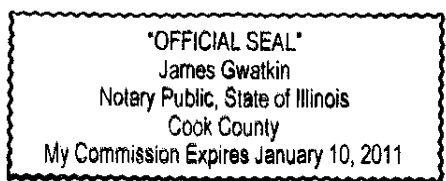
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **NIRAJ A DESAI**, 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 16th day of April, 2007.

By James Gwatkin Residing at Chase 8510 W. Golf Rd
James Gwatkin Niles, IL 60714
 Notary Public in and for the State of Illinois

My commission expires 1-10-2011



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MODIFICATION AGREEMENT (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

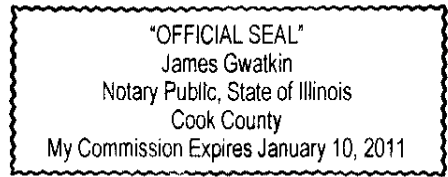
On this day before me, the undersigned Notary Public, personally appeared **SWATI K DESAI**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of April, 2007.

By *James Gwatkin*
 Notary Public in and for the State of Illinois

Residing at Chase 8510 W. Golf Rd
Niles, IL 60714

My commission expires 1-10-11



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MODIFICATION AGREEMENT (Continued)

Loan No: 449219531194

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 16th day of April, 2007, before me, the undersigned Notary Public, personally appeared SCOTT SYKES and known to me to be the VP 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 James Gwatkin Residing at Chase 8510 W. Golf Rd
James Gwatkin Niles, IL 60714
 Notary Public in and for the State of Illinois

My commission expires 1-10-11

