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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



4098835+4 00414511633905
KARLOVITZ, LINDA
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

ANGELICA ZAREMBA, PROCESSOR
1820 E SKY HARBOR CIRCLE S
PHOENIX, AZ 85034

00414511633905

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 3, 2007, is made and executed between LINDA M KARLOVITZ and MICHAEL KARLOVITZ, whose addresses are 513 W ALDINE AVE APT 3G, CHICAGO, IL 60657 and 513 W ALDINE AVE APT 3G, CHICAGO, IL 60657 (referred to below as "Borrower"), LINDA M KARLOVITZ AND MICHAEL KARLOVITZ, HUSBAND AND WIFE, JOINT TENANCY, whose address is 513 W ALDINE AVE APT 3G, CHICAGO, IL 60657 (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 15, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated July 15, 2005 and recorded on August 4, 2005 in Recording/Instrument Number 0521616152, 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 NUMBER 3G AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREIN REFERRED TO AS PARCEL): LOTS 20 AND 21 AND THAT PART OF LOTS 22 AND 'B' IN BLOCK 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 22, THENCE EAST 50 FEET ON THE NORTH LINE OF LOTS 22 AND 'B', THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF LOT 22 TO THE SOUTH LINE OF LOT 22, THENCE WEST ON THE SOUTH LINE OF LOT 22 TO THE WEST LINE OF LOT 22, AND THENCE NORTH TO

Step 5

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

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THE POINT OF BEGINNING, ALL IN CULVER'S AND OTHERS' LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE, A SUBDIVISION IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO LOTS 18 AND 19 IN BLOCK 2 IN CULVER'S AND OTHERS' LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE, A SUBDIVISION IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER ITS TRUST AGREEMENT DATED JUNE 30, 1977 AND KNOWN AS TRUST NUMBER R-2066 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 29, 1977 AS DOCUMENT NUMBER 24120916, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL OF THE PROPERTY AND SPACE COMPROMISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY); IN COOK COUNTY, ILLINOIS. 14-21-312-047-1021.

The Real Property or its address is commonly known as 513 W ALDINE AVE APT 3G, CHICAGO, IL 60657. The Real Property tax identification number is 14-21-312-047-1021.

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 **\$165,400.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$165,400.00** at any one time.

As of **May 3, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-1.01%**.

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

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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 MAY 3, 2007.

BORROWER:

X *Linda M. Karlovitz*
LINDA M KARLOVITZ, Individually

X *Michael Karlovitz*
MICHAEL KARLOVITZ, Individually

GRANTOR:

X *Linda M. Karlovitz*
LINDA M KARLOVITZ, Individually

X *Michael Karlovitz*
MICHAEL KARLOVITZ, Individually

LENDER:

X *[Signature]*
Authorized Signer

JONATHAN NOAH

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

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

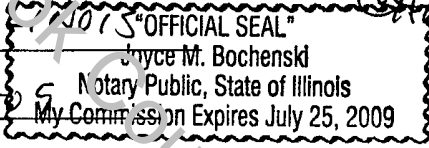
On this day before me, the undersigned Notary Public, personally appeared **LINDA M KARLOVITZ** and **MICHAEL KARLOVITZ**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3RD day of MAY, 2007.

By Joyce M. Bochenski Residing at 3530 S. Wolcott,

Notary Public in and for the State of ILLINOIS CHICAGO, IL

My commission expires 7/25/2009



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INDIVIDUAL ACKNOWLEDGMENT

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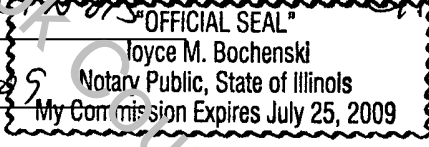
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By Joyce M. Bochenski Residing at 3550 S. Wolcott
CHICAGO, IL

Notary Public in and for the State of ILLINOIS

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LENDER ACKNOWLEDGMENT

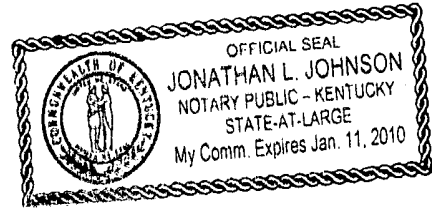
STATE OF Ky

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COUNTY OF Fayette

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On this 25 day of May, 07 before me, the undersigned Notary Public, personally appeared JONATHAN NOAH 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]
 Notary Public in and for the State of Ky

Residing at Lexington

My commission expires 11/11/10

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