

UNOFFICIAL COPY



Doc#: 0719315120 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/12/2007 03:06 PM 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



3149475+4 00414511360351
VOIGT, ROBERT
MODIFICATION AGREEMENT

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

STEPHANIE HOOVER, PROCESSOR
1920 E SKY HARBOR CIR S
PHOENIX, AZ 85034

00414511360351

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated June 8, 2007, is made and executed between ROBERT D VOIGT and KATHLEEN M VOIGT, whose addresses are 817 S CEDAR ST, PALATINE, IL 60067 and 817 S CEDAR ST, PALATINE, IL 60067 (referred to below as "Borrower"), ROBERT D VOIGT and KATHLEEN M VOIGT, HUSBAND AND WIFE, JOINT TENANCY, whose address is 817 S CEDAR ST, PALATINE, IL 60067 (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 **December 13, 2002**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **December 13, 2002** and recorded on **January 22, 2003** in Recording/Instrument Number **0030099782**, 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:

LOT 2 IN PLUM GROVE HILLS UNIT 4, BEING A RESUBDIVISION OF PART OF LOT 30 AND ALL OF LOT 29 IN ARTHUR T MCINTOSH AND COMPANY'S FIRST ADDITION TO PLUM GROVE FARMS, IN SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 02-27-109-002-0000.

The Real Property or its address is commonly known as 817 S CEDAR ST, PALATINE, IL 60067. The Real Property tax identification number is 02-27-109-002-0000.

LC
PA
S
M
JH

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511360351

(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 **\$250,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$250,000.00** at any one time.

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 MODIFICATION AGREEMENT IS DATED JUNE 8, 2007.

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511360351

(Continued)

BORROWER:

X Robert D. Voigt
ROBERT D VOIGT, Individually

X Kathleen M. Voigt
KATHLEEN M VOIGT, Individually

GRANTOR:

X Robert D. Voigt
ROBERT D VOIGT, Individually

X Kathleen M. Voigt
KATHLEEN M VOIGT, Individually

LENDER:

X Michelle Taylor
Authorized Signer

Michelle Taylor

JPMorgan Chase Bank NA

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511360351

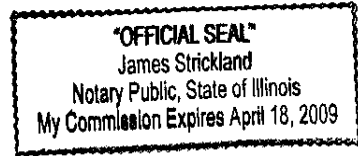
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF KANE

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **ROBERT D VOIGT** and **KATHLEEN M VOIGT**, 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 8th day of JUNE, 2007.

By [Signature]
Notary Public in and for the State of ILLINOIS

Residing at KANE COUNTY ILLINOIS

My commission expires Apr. 18, 2009

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511360351

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

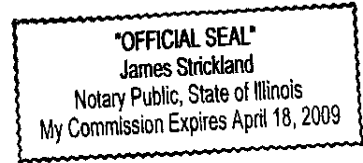
STATE OF

ILLINOIS

)

) SS

)



COUNTY OF

KANE

On this day before me, the undersigned Notary Public, personally appeared **ROBERT D VOIGT and KATHLEEN M VOIGT**, 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

9th

day of

JUNE

, 2007.

By

J Sk

Residing at

Kane County IL

Notary Public in and for the State of

ILL

My commission expires

Apr 18 2009

Notary of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511360351

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Kentucky)
)
) SS
)
 COUNTY OF Fayette)

On this 28th day of June, 2007 before me, the undersigned Notary Public, personally appeared Michelle Taylor 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 Lesla Spillman Residing at Fayette
 Notary Public in and for the State of Kentucky

My commission expires June 12, 2010



County Clerk's Office