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Doc#: 0719702055 Fee: \$34.50
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Cook County Recorder of Deeds
Date: 07/16/2007 08:42 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



4937720+3
CHAPMAN, LAZ
MODIFICATION AGREEMENT

00429228042456

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

KATHY LUCIA, PROCESSOR
1 CHASE SQUARE
ROCHESTER, NY 14643

429228042456

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated June 1, 2007, is made and executed between LAZ K CHAPMAN and JACQUELYNN B CHAPMAN, whose addresses are 1211 GLADISH LN, GLENVIEW, IL 60025-2709 and 1211 GLADISH LN, GLENVIEW, IL 60025 (referred to below as "Borrower"), LAZ K CHAPMAN, whose address is 1211 GLADISH LN, GLENVIEW, IL 60025-2709 and JACQUELYNN B CHAPMAN, whose address is 1211 GLADISH LN, GLENVIEW, IL 60025; HUSBAND AND WIFE AS JOINT TENANTS (referred to below as "Grantor"), and CHASE MANHATTAN BANK USA - MTG (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 22, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated December 22, 2003 and recorded on March 11, 2004 in Recording/Instrument Number 0407150077, 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: 04-34-105-016-0000

PARCEL 1: LOT 15 IN IMMANUEL CHURCH PARK EXTENSION, BEING A SUBDIVISION OF THE WEST 1320.875 FEET OF THE SOUTH 367.135 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PARCEL 2: SO MUCH OF LOT 11 (EXCEPT THE NORTH

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5/16/07

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MODIFICATION AGREEMENT

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(Continued)

106.63 FEET THEREOF AS MEASURED ON THE WEST LINE OF SAID LOT 11 AND EXCEPT THE EAST 100 FEET OF LOT 11 AS FALLS IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) IN THE SUBDIVISION OF (A) THE SOUTH 367.135 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WEST LINE OF TELEGRAPH ROAD (EXCEPT THE WEST 1320.875 FEET THEREOF) (B) A STRIP OF LAND 30 FEET WIDE LYING SOUTH OF AND ADJOINING THE SAME AND (C) SUB-LOTS 45 AND 46 OF THE SUBDIVISION OF ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER OF HIGHWAY, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1211 GLADISH LN, GLENVIEW, IL 60025. The Real Property tax identification number is 04-34-105-016-0000.

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 **\$500,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$500,000.00** at any one time. *Increased by \$170,000.00*

As of **June 1, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.76%**.

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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(Continued)

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 1, 2007.

BORROWER:

X *L K Chapman*
LAZ K CHAPMAN, Individually

X *Jacquelyn B Chapman*
JACQUELYNN B CHAPMAN,
Individually

GRANTOR:

X *L K Chapman*
LAZ K CHAPMAN, Individually

X *Jacquelyn B Chapman*
JACQUELYNN B CHAPMAN,
Individually

LENDER: Recording Requested By:
JPMorgan Chase Bank, NA

X *Scott Sykes*
Authorized Signer SCOTT SYKES

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

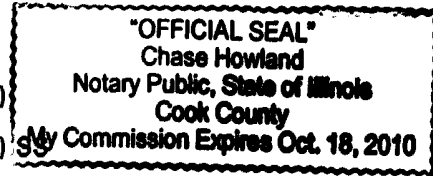
Loan No: 00429228042456

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **LAZ K CHAPMAN and JACQUELYNN B CHAPMAN, HUSBAND AND WIFE AS JOINT TENANTS**, 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 1st day of June, 2007.

By [Signature] Residing at Chase Bank

Notary Public in and for the State of Illinois

My commission expires Oct. 18, 2010

Notary of Cook County Clerk's Office

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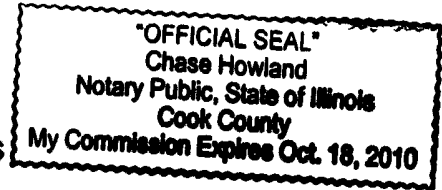
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



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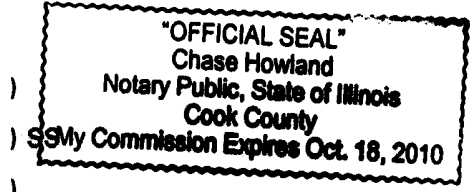
Loan No: 00429228042456

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 1st day of June, 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 [Signature]

Residing at Chase Bank

Notary Public in and for the State of Illinois

My commission expires Oct. 18, 2010

Notary Public of Cook County Clerk's Office