UNOFFICIAL COPY



Doc#: 0722701128 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Cook County Hecorder of Deeds

Date: 08/15/2007 09:37 AM Pg: 1 of 8

WHEN RECORDED MAIL TO:
JPMorgan Chase Bank, N.A.

Retail Loan Servicing
KY2-1606
P.O. Box 11606

Lexington, KY 40576-1606

2192462+5

ZULEGER, MARGARET

MODIFICATION AGREEMENT

00414511109630

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

TRISTA HECKMAN, PROCESSOR
11 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

00414511109630

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 3, 2007, is raile and executed between MARGARET A ZULEGER and WILLIAM M GREEN, whose addresses are 708 VALLEY VIEW DR, SCHAUMBURG, IL 60193 and 708 VALLEY VIEW DR, SCHAUMBURG, IL 60193 (referred to below as "Borrower"), MARGARET A ZULEGER, whose address is 708 VALLEY VIEW DR, SCHAUMBURG, IL 60193 and WILLIAM M GREEN, whose address is 708 VALLEY VIEW DR, SCHAUMBURG, IL 60193; WIFE AND HUSBAND, JOINT TENANCY (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 28**, **2000**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **July 28**, **2000** and recorded on **August 17**, **2000** in Recording/Instrument Number **00630633**, 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:

TAX ID 07-32-200-020-0000

LOT 127 IN BRANIGAR'S PLEASANT HILLS, A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 07-32-200-020-0000.

0722701128 Page: 2 of 8

Page 2

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511109630 (Continued)

The Real Property or its address is commonly known as 708 VALLEY VIEW DR, SCHAUMBURG, IL 60193. The Real Property tax identification number is 07-32-200-020-0000.

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 \$150,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$150,000.00 at any one time.

As of July 3, 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%.

Your Credit Line Account may be charged the lesser of 1% of your original Credit Line or \$400 if you close your Credit Line Account within the earlier of: a) three (3) years from the date or time Modification Agreement shown above; or b) five (5) years from the date your Equity Line Agreement was signed.

CONTINUING VALIDITY. Except as expressly modified above and by previous modification(s), if any, specified above, the terms of the original Agreement and 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 Agreement and Mortgage as amended 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 endo sers 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 recased 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 prochased 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.; Pank 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

0722701128 Page: 3 of 8

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511109630

(Continued)

Page 3

MODIFICATION AGREEMENT IS DATED JULY 3, 2007.

BORROWER:

MARGARET A ZULEGER, Individually

WILLIAM M GREEN Individually

GRANTOR:

MARGARET A ZULEGER, Individually

WILLIAM M GREEN, Individually

LENDER:

Authorized Signer

**OFFICIAL SEAL*

Alleon A. Lee

Notary Public, State of Minois
My Commission Expires Feb. 20, 2011

7/3/07

0722701128 Page: 4 of 8

Clort's Office

Page 4

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511109630 (Continued) INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" Chelsea Solak) Notary Public, State of Illinois Cook County) SS My Commission Expires Jan. 21, 2000 **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared MARGARET A ZULEGER, 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

Notary Public in and for the State of

My commission expires

Residing at

0722701128 Page: 5 of 8

C/OPTS OFFICE

Page 5

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511109630 (Continued) INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL") Chelsea Solak Notary Public, State of Illinois) SS Cook County My Commission Expires Jan. 21, 2009 **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared WILLIAM M GREEN, 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

Notary Public in and for the State of

My commission expires

0722701128 Page: 6 of 8

Page 6

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414511109630 (Continued)

INDIVIDUAL ACK	NOWLEDGMEN	IT
STATE OF WOOKS))	"OFFICIAL SEAL" Chelsea Solak Netary Public, State of Illinois Cook County My Commission Expires Jan. 21, 20
On this day before the, the undersigned Notary Public, known to be the individual described in and who execute he or she signed the Modification as his or her free an therein mentioned. Given under my hand and official seal this	d the Modification d voluntary act a	red MARGARET A ZULEGER, to me n Agreement, and acknowledged tha
By Sea Solafe Notary Public in and for the State of 1 1009 My commission expires 21 2009	Residing at	Cook County
	775) _
		Control Office

0722701128 Page: 7 of 8

Page 7

UNOFFICIAL COPY

MODIFICATION AGREEMENT

(Continued) Loan No: 00414511109630 INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" Chelsea Solak Notary Public, State of Illinois My Commission Expires Jan. 21, 2009 **COUNTY OF**) On this day before me, the undersigned Notary Public, personally appeared WILLIAM M GREEN, 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 Notary Public in and for the State, of My commission expires Clart's Office

0722701128 Page: 8 of 8

Page 8

UNOFFICIAL COPY MODIFICATION AGREEMENT

(Continued) Loan No: 00414511109630

LENDER ACKNOW	WLEDGMENT
STATE OF JUINOIS COUNTY OF COCK	OFFICIAL SEAL" Alison A. Lee Notary Public, State of Minois No Commission Expires Feb. 20, 2011
On this 5th day of Autore Public, personally appeared Wilder A. Zwieger	or the uses and purposes therein mentioned, and or
By Commission expires Feb. 20,201	Residing at Schaumbutg, IL
my commission expires 1 00 · 00 · 10	4ng O
LASER PRO Lending, Ver. 5.19.40.06 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights	Reserved IL/IOH N:ICFIBTIC JCBF JOICFILPLIG201.FC TR-45185348 PR-MODHELIL