Doc#: 0724001230 Fee: \$36.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 08/28/2007 11:39 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

196

3848642+6 ISHU, WILSON

00414511567430

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

LORRI ALBRIGHT, PROCESSOR 11) E. WISCONSIN AVENUE MILWAUKEE, WI 53202

00414511567430

MODIFICATION AGREEMENT

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 24, 2007, is made and executed between WILSON ISHU, whose address is 808 REVERE RD, GLENVIEW, IL 60025-3945 (referred to below as "Borrower"), WILSON ISHU, whose address is 808 REVERE RD, GLENVIEW, IL 60025-3945 and LILIA ISHU, whose address is 808 REVERE RD, GLENVIEW, IL 60025-3945; HUSBAND AND WIFE (reserved 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 October 1, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated October 1, 2004 and recorded on October 18, 2004 in Recording/Instrument Number 0429213144, 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: 04-33-300-038-0000

LOT 1 OF MCCLOSKY'S SUBDIVISION OF THE EAST 140 FEET OF THE SOUTH 441.57 FEET OF LOT 7 IN THE COUNTY CLERK'S DIVISION OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 04-33-300-038-0000.

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MODIFICATION AGREEMENT

Loan No: 00414511567430 (Continued)

The Real Property or its address is commonly known as 808 REVERE RD, GLENVIEW, IL 60025-3945. The Real Property tax identification number is 04-33-300-038-0000.

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 \$300,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$300,000.00 at any one time.

As of July 24, 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%.

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 of this 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 and 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 indersers 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

Loan No: 00414511567430

(Continued)

Coot County Clart's Office

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MODIFICATION AGREEMENT IS DATED JULY 24, 2007.

BORROWER:

WILSON ISHU, Individually

GRANTOR:

WILSON ISHU, Individually

LILIA ISHU, Individually

LENDER:

Authorized Signer

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MODIFICATION AGREEMENT

Loan No: 00414511567430 (Continued) INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL" James Gwatkin Notary Public, State of Illinois STATE OF Llinois) Cook County My Commission Expires January 10, 2011) SS) On this day before me, the undersigned Notary Public, personally appeared WILSON ISHU, to me known to be the individual describça 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 $2^{i(+1)}$ day of C/0 8510 W. Golf Kd Residing at Niles, 1L 60714 Solly Clert's Office Illinois Notary Public in and for the State of My commission expires i - 10 - 11

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MODIFICATION AGREEMENT

Page 5 Loan No: 00414511567430 (Continued) INDIVIDUAL ACKNOWLEDGMENT *OFFICIAL SEAL* James Gwatkin Notary Public, State of Illinois STATE OF Flings) Cook County My Commission Expires January 10, 2011) SS COUNTY OF COOK) On this day before me, the undersigned Notary Public, personally appeared WILSON ISHU, 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 24 th day of July , 20 07.

Chase
Cross Colf Rd

Residing at Niky 16 60714 Solly Clert's Office Notary Public in and for the State of My commission expires ___ 1-10-11

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MODIFICATION AGREEMENT

Loan No: 00414511567430 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF Illinois) "OFFICIAL SEAL" James Gwatkin) SS Notary Public, State of Illinois COUNTY OF COOK Cook County) My Commission Expires January 10, On this day before me, the undersigned Notary Public, personally appeared LILIA ISHU, 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 correct and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 21+h day of July Residing at 8510 W. Golf Rd.
Niles, 12 60714 Notary Public in and for the State of TITOX My commission expires _____/ __ 10 - U Juny Clarks Office

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MODIFICATION AGREEMENT

Loan No: 00414511567430 (Continued) LENDER ACKNOWLEDGMENT "OFFICIAL SEAL" James Gwatkin STATE OF TIMOIS Notary Public, State of Illinois) Cook County My Commission Expines January 10, 2011) SS COUNTY OF COOL) 2001 before me, the undersigned Notary and known to me to be the , anthorized 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. CLO Chase Bank Residing at 8510 W. Golf NJ Nilos 1C Notary Public in and for the State of My commission expires I - 10 - 10LASER PRO Lending, Ver. 5.19.40 OS, Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. T'S OFFICE