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Doc#: 0725301028 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 09/10/2007 07:10 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

4450224+6 SAZIAN, GARABED MODIFICATION AGREEMENT

00414830016613

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

GII HAWTHORNE, PROCESSOR 11 E. WISCONSIN AVENUE MILVAUKEE, WI 53202

00414830016613

### MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated August 2, 2007, is made and executed between GARABED M SAZIAN and MARAL SAZIAN, whose addresses are 1124 THOMAS MORE TER, MOUNT PROSPECT, IL 60056-1021 and 1124 THOMAS MORE TER, MOUNT PROSPECT, IL 60056-1021 (referred to below as "Borrower"), GARABED M SAZIAN, whose address is 1124 THOMAS MORE TER, MOUNT PROSPECT, IL 60056-1021 and MARAL SAZIAN, whose address is 1124 THOMAS MORE TER, MOUNT PROSPECT, IL 60056-1021; HUSBAND AND WIFE, JOINT TENANTS (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lender"), whose address is 1111 Po'a is Parkway, Columbus, OH 43240.

#### **RECITALS**

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **June 3**, **2006**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **June 3**, **2006** and recorded on **July 6**, **2006** in Recording/Instrument Number **0618711101**, 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:

TX ID: 03-27-302-039-0000

LOT 7 IN THOMAS MORE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER, LYING NORTHEASTERLY OF THE CENTER LINE OF RAND ROAD, IN SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL

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### MODIFICATION AGREEMENT

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MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1991 AS DOCUMENT 91253832, IN COOK COUNTY, ILLINOIS. 03-27-302-039-0000.

The Real Property or its address is commonly known as 1124 THOMAS MORE TER, MOUNT PROSPECT, IL 60056-1021. The Real Property tax identification number is 03-27-302-039-0000.

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 \$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.

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 trie viodification 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 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 inconfication 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 Agraement from an unaffiliated third party, the original Equity Line Agraement 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

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MODIFICATION AGREEMENT IS DATED AUGUST 2, 200	MOD	)IFIC#	ATION	<b>AGREEMENT</b>	IS DATED	<b>AUGUST</b>	2,	2007
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**BORROWER:** 

GARABED M SAZIAN, Individually

X MARAI SAZIAN dividually

**GRANTOR:** 

X ARABED M SAZIAN, Individually

X Nazak Soljev MARAL SAZIAN, Individually

LENDER:

X VX VX

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	INDIVIDU	AL ACKNOWI	LEDGME	NT
STATE OF	ZL ;	<u> </u>	) ) SS	"OFFICIAL SEAL" Nila V. Patel Notary Public, State of Illinois Cook County My Commission Expires July 26, 2010
COUNTY OF	cuok		)	
nown to be the indivine or she signed the herein mentioned.	dual described in and wh Modification as his or h	no executed the er free and volu	Modification	peared <b>GARABED M SAZIAN</b> , to ron Agreement, and acknowledged the and deed, for the uses and purpos
Given under my hand	and official seal this	<u> </u>	day of	5a Aug , 2007
By n'V	Ox C	Res	siding at	55 E Enclid
Notary Public in and fo	,	20/	<b>3</b>	
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## MODIFICATION AGREEMENT

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# UNOFFICIAL COPY MODIFICATION AGREEMENT 3 (Continued)

Loan No: 00414830016613

	INDIVIDUAL	ACKNOWLEDGMEN	T	
STATE OF	7L (00k	) <sup>'</sup> ) <b>ss</b> _	Notary Pu	FICIAL SEAL" lila V. Patel ublic, State of Illinois look County on Expires July 26, 201
known to be the indiv ne or she signed the cherein mentioned.	ne, the undersigned Notary Idual described in and who Idualication as his or her	executed the Modification free and voluntary act ar	n Agreement, and nd deed, for the	acknowledged that uses and purposes
Given under my hand	and official seal this	day of	Aug	, <b>20<u>07</u></b> .
Notary Public in and for		(/20)0		Euclid
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STATE OF	) ) SS	"OFFICIAL SEAL" Nila V. Patel Notary Public, State of Illinois Cook County My Commission Expires July 26, 201
COUNTY OF COOK	)	<u></u>
On this day before me, the undersigned Notary Public be the individual described in and who executed the Nasigned the Modification as his or her free and volumentioned.  Given under my hand and official seal this	Modification Agreeme intary act and deed,	ent, and acknowledged that he or she , for the uses and purposes therein
By Notary Public in and for the State of 7/26  My commission expires 7/26	Residing at	55 E Encrial
wiy commission expires/_/ \(\tau_{\text{\tinscr}\eta}\text{\tinit}\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\texi}\tinit\text{\text{\text{\text{\text{\text{\text{\ti}\titt{\tex{\text{\text{\text{\text{\text{\text{\text{\texi}\text{\text{\text{\text{\text{\text{\texi}\text{\text{\text{\texi}\text{\text{\texi{\text{\texi}\text{\text{\texitile}\text{\texitile}\text{\text{\texitile\text{\texi{\texi{\texi{\texi{\texi\tin\tint{\tii}\\tint{\tii}\tint{\texi{\texi}\til\tii}\tiinter{\tinithtet{\t	4hr	
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Notary Public in and for the State of		
LASER PRO Lending, Ver. 5.19.40.06 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Ri	<b>'</b> Q <sub>4</sub> .	97 PR-MODHELIL