

# UNOFFICIAL COPY



Drawn By: Lisa Crossland  
Processor  
201 N. Central Ave 31st Flr AZ1-1035  
Phoenix, AZ 85004

Doc#: 0731940122 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/15/2007 02:52 PM Pg: 1 of 4

**And, After Recording, Return To:**

JPMorgan Chase Bank, N.A.  
Retail Lending Servicing KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606

P.I.N. \_\_\_\_\_

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

Loan Number: 427011240178

## MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND HOME EQUITY LINE OF CREDIT MORTGAGE

THIS MODIFICATION AGREEMENT (this "Agreement") is made between JPMorgan Chase Bank, N.A. and Stanislaw L. Barczak & Halina J. Barczak. In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean JPMorgan Chase Bank, N.A.

WHEREAS, you have entered into a Home Equity Line of Credit Agreement and Disclosure Statement (the "Line of Credit Agreement") with us dated March 09, 2006, which is secured by a Mortgage of the same date recorded in Document 0610235031, Book \_\_\_\_\_ at Page \_\_\_\_\_ of the COOK County Register of Deeds ("Security Instrument"), covering real property located at 600 HATLEN AVE, MOUNT PROSPECT, IL, 60056, (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents"); and

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us that the Line of Credit Agreement and the Security Instrument will be modified as follows:

### A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of October 30, 2007, (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to \$100,000.00.

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## B. MODIFICATION OF SECURITY INSTRUMENT

As of the Effective Date, the Security Instrument is modified to decrease the principal sum that may be secured from \$200,000.00 to \$100,000.00. Except as to the decrease in the principal sum secured, this Agreement shall not affect our security interest in, or lien priority on, the Property.

## C. OTHER TERMS

1. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

2. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

3. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein

BORROWER:

Stanislaw L. Barczak (Seal)

Print Name: Stanislaw L. Barczak

Date: 11/12/07

Halina J. Barczak (Seal)

Print Name: Halina J. Barczak

Date: 11/12/07

\_\_\_\_\_  
(Seal)  
Print Name:

Date: \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.

By: Randy Sese (Seal)

Name: Randy Sese, Bank Officer

Date: October 30, 2007

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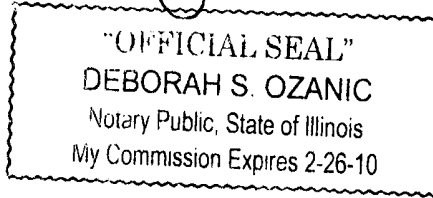
## ACKNOWLEDGEMENTS

STATE OF ILLINOIS )  
 ) ss.:  
 COUNTY OF COOK )

I, Deborah S. Ozanic, a Notary Public in and for said county and state, do hereby certify that Stanislaw L. Barczak, personally known to me to be the same person(s) whose name(s) they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the used and purposes therein set forth.

Given under my hand and official seal this 6 day of November 2007.  
and Halina J. Barczak Deborah S. Ozanic (Seal)  
 Notary Public, COOK County, Illinois.

My Commission expires: \_\_\_\_\_



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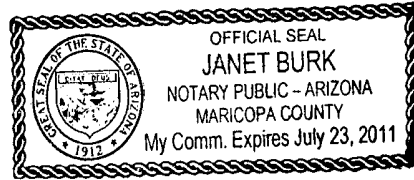
## LENDER ACKNOWLEDGEMENTS

STATE OF ARIZONA )  
 ) ss.:  
 COUNTY OF MARICOPA )

On the 30th day of October in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Randy Sese, Bank Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
 Notary Public (Seal)

My commission expires on \_\_\_\_\_



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