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Cook County Recorder of Deeds  
Date: 12/13/2007 02:24 PM Pg: 1 of 9

## WHEN RECORDED MAIL TO:

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



3007141+6

00414511329467

FOR RECORDER'S USE ONLY

HAYES, DAVID

MODIFICATION AGREEMENT

This Modification Agreement prepared by:

ELKE DAVIDSON, PROCESSOR  
1920 E SKY HARBOR CIRCLE SOUTH, SUITE 200  
PHOENIX, AZ 85034

00414511329467

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated November 14, 2007, is made and executed between DAVID S HAYES and VALERIE A HAYES, whose addresses are 697 KRISTY LN, WHEELING, IL 60090 and 697 KRISTY LN, WHEELING, IL 60090 (referred to below as "Borrower"), DAVID S HAYES and VALERIE A HAYES, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, whose address is 697 KRISTY LN, WHEELING, IL 60090 (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 **August 15, 2002**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **August 15, 2002** and recorded on **September 6, 2002** in Recording/Instrument Number **0020981211**, 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:

LOT 41 IN EASTCHESTER OF WHEELING, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 03-10-413-002-0000.

The Real Property or its address is commonly known as 697 KRISTY LN, WHEELING, IL 60090. The Real Property tax identification number is 03-10-413-002-0000.

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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 **\$185,500.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$185,500.00** at any one time.

As of **November 14, 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 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 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 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.

**CHASE PAYMENT ASSURANCE PLAN.** The Terms and Conditions of the Chase Payment Assurance Plan ("Plan") are described in this section. The Plan is an optional debt cancellation feature and gives the Borrower (also called "you" and "your") the right, for a Fee, to have Lender cancel some or all of your Credit Line Account balance in certain circumstances. You may choose to purchase the Plan at

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the time you sign your Modification Agreement or at any time during the following three (3) year period, unless, at the time of your request to purchase: (a) your Credit Line Account can be terminated by Lender or your Credit Limit suspended or reduced, for one of the reasons set forth in the Equity Line Agreement, (b) your Credit Line Account has been more than thirty (30) days past due one or more times during the six (6) month period preceding your request, or (c) your Credit Limit exceeds the maximum single family dwelling loan size eligible for sale to the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association. You may notify Lender either orally or in writing that you want to purchase the Plan. If a word or phrase in this section appears in capital letters, the meaning of that word or phrase appears in the "Definitions" section of the Chase Payment Assurance Terms and Conditions that are included with and a part of this Modification Agreement.

**Plan Packages.** Chase Payment Assurance offers three Plan packages, Platinum, Gold and Silver. Each package is available as single protection (protecting one borrower) or joint protection (protecting two borrowers).

(1) **Platinum Package:** provides protection for Disability, Involuntary Unemployment, Leave of Absence, and Accidental Death to the Protected Borrower(s).

(2) **Gold Package:** provides protection for Involuntary Unemployment, Leave of Absence, and Accidental Death to the Protected Borrower(s).

(3) **Silver Package:** provides protection for Disability, Leave of Absence, and Accidental Death to the Protected Borrower(s).

The Protected Borrower(s) may have up to twelve (12) Regular Payments cancelled, plus Fees, if the Protected Borrower experiences a Protected Event that is part of his/her Plan package, namely a covered Disability and/or Involuntary Unemployment. Up to three (3) Regular Payments may be cancelled, plus Fees, in the event of a covered Leave of Absence. There may be up to two (2) separate periods of protection for a separate incidence of a covered Disability, Involuntary Unemployment, and Leave of Absence. In the case of a covered Accidental Death of a Protected Borrower(s), the outstanding balance of the Credit Line Account as of the date of death will be cancelled.

**Fee.** The Fee for the Plan is billed and payable as part of your Regular Payment. The applicable Fee for each Plan package and for single and joint protection is as follows:

**Single Protection**

Package	Monthly Fee
<u>PLATINUM</u>	10.00% of your Regular Payment
<u>GOLD</u>	6.00% of your Regular Payment
<u>SILVER</u>	6.00% of your Regular Payment

**Joint Protection**

Package	Monthly Fee
<u>PLATINUM</u>	18.00% of your Regular Payment
<u>GOLD</u>	10.00% of your Regular Payment
<u>SILVER</u>	10.00% of your Regular Payment

**Plan Terms and Conditions and Agreement.** When you sign this Modification Agreement below, you will acknowledge receiving and will agree to the Terms and Conditions relating to the Plan, including those set forth above and those included with this Modification Agreement. The Terms and Conditions explain the eligibility requirements, conditions, and exclusions that could prevent a Protected Borrower from receiving benefits under the Plan. You will find a complete explanation of the eligibility requirements, conditions, and exclusions in Sections II, III, IV and V of the Terms and Conditions included with this Modification Agreement. **The Plan is optional and these Terms and Conditions will not apply until you notify Lender (either now or later on) that you want to purchase the Plan.**

**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 NOVEMBER 14, 2007.**

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(Continued)

**BORROWER:**

X David S Hayes  
DAVID S HAYES, Individually

X Valerie A Hayes  
VALERIE A HAYES, Individually

**GRANTOR:**

X David S Hayes  
DAVID S HAYES, Individually

X Valerie A Hayes  
VALERIE A HAYES, Individually

**LENDER:**

X Jonathan Noah  
JPMorgan Chase Bank, N.A.  
Authorized Signer

Property of Cook County Clerk's Office

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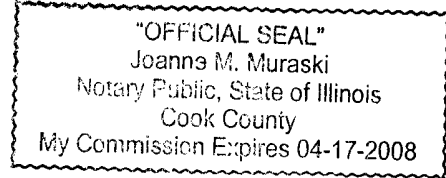
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**INDIVIDUAL ACKNOWLEDGMENT**STATE OF ILLCOUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **DAVID S HAYES**, 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 14 day of Nov, 2007.

By Joanne M. MuraskiResiding at 55 E EuclidNotary Public in and for the State of ILLMy commission expires 4-17-08

Property of Cook County Clerk's Office

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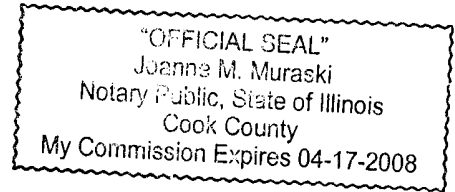
**INDIVIDUAL ACKNOWLEDGMENT**STATE OF ILL

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **VALERIE A HAYES**, 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 14 day of November, 20 07.

By Joanne M. Muraski Residing at 55 E Euclid

Notary Public in and for the State of ILL

Mr. Hayes

My commission expires 4-17-08

Cook County Clerk's Office

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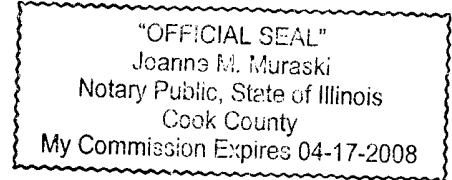
**INDIVIDUAL ACKNOWLEDGMENT**STATE OF ILL

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) SS

COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **DAVID S HAYES**, 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 14 day of Nov, 2007.

By Joanne M. MuraskiResiding at 55 E. FullerNotary Public in and for the State of ILLNotary PublicMy commission expires 4-17-08

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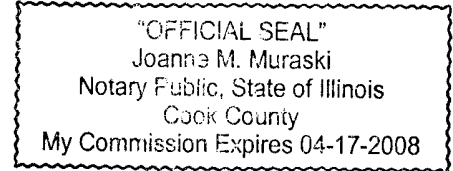
**INDIVIDUAL ACKNOWLEDGMENT**STATE OF ILL

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **VALERIE A HAYES**, 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 14 day of November, 2007.

By Joanne M. Muraski Residing at 55 E Euclid

Notary Public in and for the State of ILL

Mr. Project 1

My commission expires 4-17-08

Cook County Clerk's Office



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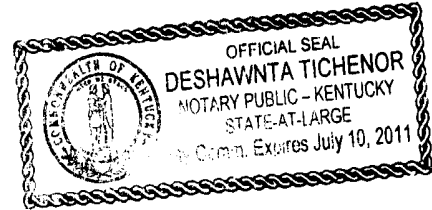
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**LENDER ACKNOWLEDGMENT**STATE OF KentuckyCOUNTY OF Fayette

) ) SS )



On this 30 day of Nov, 07 before me, the undersigned Notary Public, personally appeared JONATHAN NOAH and known to me to be the Collateral Specialist, 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.

**JPMorgan Chase Bank NA**  
 201 East Main Street  
 Lexington, KY 40507

By [Signature] Residing at \_\_\_\_\_Notary Public in and for the State of Kentucky

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