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Doc#: 0800313002 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/03/2008 09:49 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

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



5145885+3

00427011236911

FOR RECORDER'S USE ONLY

MANTELLA, DOMENIC
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

LYNNETTA WALKER, PROCESSOR
111 E. WISCONSIN AVE
MILWAUKEE, WI 53202

00427011236911

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated November 9, 2007, is made and executed between DOMENIC MANTELLA, whose address is 2800 N ORCHARD AVE 607 CHICAGO, IL 60657 (referred to below as "Borrower"), DOMENIC MANTELLA, whose address is 2800 N ORCHARD AVE 607, CHICAGO, IL 60657; UNMARRIED (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

mod increased by \$25,000

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated May 12, 2006, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated May 12, 2006 and recorded on May 24, 2006 in Recording/Instrument Number 0614426085, 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: 14-28-115-089-1097

UNIT 607 IN 2800 NORTH ORCHARD CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 24 IN L.S. WARNER'S SUBDIVISION OF LOTS 17 AND 18 IN BICKERDIKE AND STEELE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 14 (EXCEPT THAT PART OF SAID LOT WHICH LIES EAST OF A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF NORTH. ORCHARD STREET,

*Spk
ang*

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(Continued)

BEING THE EAST 18 FEET OF SAID LOT) AND ALL OF LOTS 15 AND 16 IN L.J. HALSEY'S SUBDIVISION OF LOT 9 IN BICKERDIKE AND STEELE'S SUBDIVISION AFORESAID, TOGETHER WITH LOTS 3,4, AND 5 IN ABBOTT'S SUBDIVISION OF THE WEST PART OF THE SOUTH 1/2 OF LOT 10 IN BICKERDIKE AND STEELE'S SUBDIVISION AFORESAID, TOGETHER WITH THE PRIVATE ALLEY SOUTH AND SOUTHWESTERLY OF AND ADJOINING SAID LOT 3 AS CREATED BY AND DESIGNATED ON A PLAT OF ABBOTT'S SUBDIVISION RECORDED IN THE RECORDER'S OFFICE ON MARCH 10, 1884 AS DOCUMENT 529937, IN BOOK 10, PAGE 88, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 6, 2002 AS DOCUMENT NUMBER 0020835931, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2800 N ORCHARD AVE 607, CHICAGO, IL 60657. The Real Property tax identification number is 14-28-115-089-1097.

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 **\$50,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$50,000.00** at any one time.

As of **November 9, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.25%**.

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

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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 MODIFICATION AGREEMENT IS DATED NOVEMBER 9, 2007.

BORROWER:

X *Dom Mantella*
DOMENIC MANTELLA, Individually

GRANTOR:

X *Dom Mantella*
DOMENIC MANTELLA, Individually

LENDER: JPMorgan Chase Bank, N.A.

X *Eddie Davis*
Authorized Signer Eddie Davis

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Loan No: 00427011236911

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

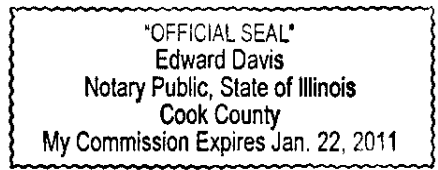
On this day before me, the undersigned Notary Public, personally appeared **DOMENIC MANTELLA**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of NOVEMBER, 20 07.

By EDDIE DAVIS Residing at 2603 N. HALSTED, CHICAGO, IL.

Notary Public in and for the State of ILLINOIS

My commission expires 1/22/2011



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Loan No: 00427011236911

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
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 COUNTY OF COOK)

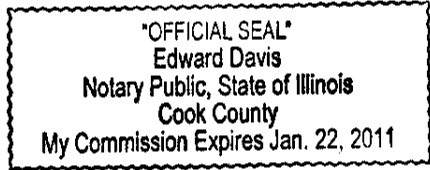
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MODIFICATION AGREEMENT

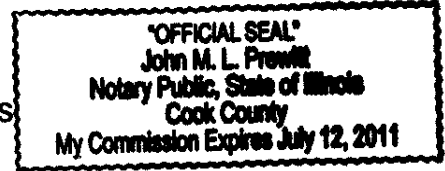
Loan No: 00427011236911

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK



On this 9th day of NOVEMBER, 2007 before me, the undersigned Notary Public, personally appeared EDDIE DAVIS and known to me to be the BRANCH MANAGER, 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.

By John M.L. Prewitt Residing at 2603 N Halsted Chicago, IL 60614

Notary Public in and for the State of IL

My commission expires 7-12-2011

County Clerk's Office