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Cook County Recorder of Deeds
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WHEN RECORDED MAIL TO:

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



3983438+4

00412530065109

FOR RECORDER'S USE ONLY

MARTINEZ, J

MODIFICATION AGREEMENT

This Modification Agreement prepared by:

BEATRICE SELLA, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

00412530065109

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated March 8, 2008, is made and executed between LOIS J MARTINEZ and J GUADALUPE MARTINEZ, whose addresses are 1155 N ELMA AVE, ELGIN, IL 60120-5030 and 1155 N ELMA AVE, ELGIN, IL 60120-5030 (referred to below as "Borrower"), LOIS J MARTINEZ A/K/A LOIS MARTINEZ, whose address is 1155 N ELMA AVE, ELGIN, IL 60120-5030 and J GUADALUPE MARTINEZ A/K/A J G MARTINEZ, whose address is 1155 N ELMA AVE, ELGIN, IL 60120-5030; WIFE AND HUSBAND AS TENANTS BY THE ENTIRETY (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 March 18, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated March 18, 2005 and recorded on April 5, 2005 in Recording/Instrument Number 0509522254, 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 06-06-205-033-0000

LOT 169 IN COBBLER'S CROSSING UNIT 10B, BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX ID: 06-06-205-033-0000.

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The Real Property or its address is commonly known as 1155 N ELMA AVE, ELGIN, IL 60120-5030. The Real Property tax identification number is 06-06-205-033-0000.

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 **\$99,519.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$99,519.00** at any one time.

As of **March 8, 2008** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.6%**.

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

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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 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.**

ANNUAL FEE. The Annual Fee is waived as long as you maintain your Premier account(s). Unless you

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MODIFICATION AGREEMENT

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are entitled to a continuing Annual Fee waiver for another reason specified in this Agreement, closure of the Premier account(s) will result in the assessment of a nonrefundable Annual Fee of \$50.00 beginning on your next anniversary date and will continue annually throughout the Draw Period.

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 MARCH 8, 2008.

BORROWER:


X 

LOIS J MARTINEZ, Individually

X 

J GUADALUPE MARTINEZ,
Individually

GRANTOR:

X 

LOIS J MARTINEZ A/K/A LOIS
MARTINEZ, Individually

X 

J GUADALUPE MARTINEZ A/K/A J G
MARTINEZ, Individually

LENDER:

X 

Authorized Signer

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MODIFICATION AGREEMENT

Loan No: 00412530065109

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **LOIS J MARTINEZ**, 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 8th day of March, 2008.

By Christina M. West

Residing at 500N Shady Oaks, Elgin

Notary Public in and for the State of Illinois

My commission expires 01-20-2010

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

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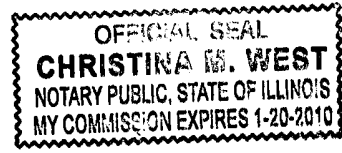
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **J GUADALUPE MARTINEZ**, 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 8th day of March, 2008.

By Christina M. West

Residing at 500 W Shady Oaks Egan IL

Notary Public in and for the State of Illinois

My commission expires 01-20-2010

Cook County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00412530065109

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **LOIS J MARTINEZ A/K/A LOIS MARTINEZ**, 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 8th day of March, 20 08.

By Christina M. West

Residing at 500 N Shadepark Eign K

Notary Public in and for the State of Illinois

My commission expires 01-20-2010

Cook County Clerk's Office

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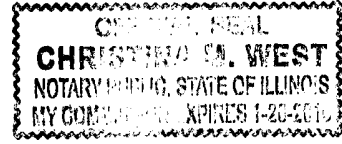
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **J GUADALUPE MARTINEZ A/K/A J G MARTINEZ**, 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 8th day of March, 2008.

By Christina A. West

Residing at 500 N Shady Oaks Egan

Notary Public in and for the State of Illinois

My commission expires 01-20-2010

County of Cook Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 00412530065109

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF McHenry)

On this 5 day of March, 2008 before me, the undersigned Notary Public, personally appeared Matt K. Willebbon and known to me to be the 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 *[Signature]* Residing at 500 N Shady Oaks
 Notary Public in and for the State of IL

My commission expires September 21, 2009



NOTARY PUBLIC OF COOK COUNTY CLERK'S OFFICE