

Doc#: 0809933164 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 04/08/2008 10:56 AM Pg: 1 of 4

Drawn By: Janet Burk
Processor
201 N. Central Ave 31st Flr AZ1-1035

Phoenix, AZ 85004

And, After Recording, Return To:

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

70	P.I.N	
Space Above This Line For	Recording Data]	
Loan Number: 414511590791		40

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

THIS MODIFICATION AGREEMENT (this "Agreement") is made between JPMorgan Chase Bank, N.A. and Beth E. St. John & Paul H. Ling & Ryan S. St. John. 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 January 15, 2005, which is secured by a Mortgage of the same date recorded in Document 0503917214, Book, at Page of the COOK County Register of Deeds ("Security Instrument"), covering real property located at 1320 ASPEN CT, ELGIN, IL, 60120, (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 included as follows:

### A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of November 19, 2007, (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to \$27,400.00.



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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 \$35,000.00 to \$27,400.00. 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.
- 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 herei 1.

BORROWER: (Se al) Ounity Clark's Office (Seal) Print Name: Paul H. King & Ryan S. St. John (Seal) Date: JPMORGAN GHASE BANK, N.A. (Seal) Name: Brian Davison, Bank Officer

LOT 70 IN COUNTRY BROOK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17 AND PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN 06-17-308-019

-0000

Date: November 19, 2007

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### **ACKNOWLEDGEMENTS**

STATE OF ILLINOIS	)	20.1	·
COUNTY OF COOK	, )	ss.:	
I, WHITE HALLOW that BETHE OF JOHN, PAULH KIND name(s)	ged that subscription of the column are grant and this day	ribed to the foregoing institution to the used and purpose	e person(s) whose rument, appeared before signed and delivered es therin set forth  (Seal)
My Commission expires:	Co	"OFFICIAL SEAL" LAURIE HALLORAN Notary Public, State of Illino My Commission Expires 10/2/	is 2010 <b>2</b>

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### LENDER ACKNOWLEDGEMENTS

STATE OF ARIZONA COUNTY OF MARICOPA	) )	ss.:		
On the 19th day of November in the year 20 said state, personally appeared Brian Davisor the basis of satisfactory evidence to be the internal acknowledged to me that he/she execute the instrument, the individual, or the person instrument.	on, Bank Of ndividual wed the same	ficer, personally hose name is sul in his/her capac	known to me obscribed to the city, and that by	or proved to me or within instrument his/her signature
My commission expires on	040		OFF JAN NOTARY F MARIO My Comm. E	ICIAL SEAL ET BURK PUBLIC - ARIZONA OPA COUNTY Expires July 23, 2011
				TIPICO