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

Doc#: 0810911011 **Fee:** \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/18/2008 09:38 AM 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. 27-25-111-004

107734

[Space Above This Line For Recording Data]

Loan Number: 429228007741

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 David S Vaclav & Doris M Vaclav. 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 May 02, 2002, which is secured by a Mortgage of the same date recorded in Document 0020663809, Book , at Page of the COOK County Register of Deeds ("Security Instrument"), A Modification was recorded on 07-20-2007 in Document # 0720102226 to increase the credit limit to \$150,000.00, covering real property located at 17019 OZARK AVE, TINLEY PARK, IL, 60477, (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 the 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 February 28, 2008, (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to \$75,000.00.

**CITYWIDE
TITLE CORPORATION**
850 W. JACKSON BLVD., SUITE 320
CHICAGO, IL 60607

4kg

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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 \$150,000.00 to \$75,000.00. 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:

David S. Vaclav (Seal)
Print Name: David S Vaclav

Date: 2-29-08
Doris M. Vaclav (Seal)
Print Name: Doris M Vaclav

Date: 2-29-08

Print Name: _____ (Seal)

Date: _____
JPMORGAN CHASE BANK, N.A.
[Signature] (Seal)
By: _____
Name: Brian Davison, Bank Officer

Date: February 28, 2008

FEB 29 2008 10:10

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)

) ss.:

COUNTY OF COOK)

I, CINDY L. O'Leary, a Notary Public in and for said county and state, do hereby certify that DAVID & DORIS VACLAV, personally known to me to be the same person(s) whose name(s) DAVID & DORIS VACLAV subscribed to the foregoing instrument, appeared before me this 29th day in person, and acknowledged that DAVID & DORIS VACLAV signed and delivered the said instrument as free voluntary act, for the used and purposes therein set forth.

Given under my hand and official seal this 29th day of Feb 2008

Cindy L. O'Leary (Seal)
Notary Public, COOK County, Illinois.

My Commission expires: 1-30-12



Property of Cook County Clerk's Office

File No.: 107734

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EXHIBIT A

Lot 97 in Gallagher and Henry's Fairmont Village Unit 1, being a subdivision of part of Section 25, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 27-25-111-004

property address: 17019 Emory Ave.
Tinley Park, IL
60477

Property of Cook County Clerk's Office