

# UNOFFICIAL COPY



Drawn By: **Cindy Fajardo**  
Processor *Chase*  
201 N. Central Ave 31st Flr AZ1-1035  
Phoenix, AZ 85004

Doc#: **0812805148** Fee: **\$46.00**  
Eugene "Gene" Moore RHSP Fee: **\$10.00**  
Cook County Recorder of Deeds  
Date: 05/07/2008 12:38 PM Pg: 1 of 6

**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. \_\_\_\_\_

*108679 2012* [Space Above This Line For Recording Data] \_\_\_\_\_

Loan Number: **447022040821**

## 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 Cheryl A Stanton. 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 July 20, 2006, which is secured by a Mortgage of the same date recorded in Document 0621602279, Book \_\_\_\_\_ at Page \_\_\_\_\_ of the COOK County Register of Deeds ("Security Instrument"), covering real property located at 849 NORTH FRANKLIN, CHICAGO, IL, 60610, (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 modified as follows:

### A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of March 12, 2008, (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to \$40,000.00.

Citywide Title Corporation  
850 West Jackson Boulevard  
Suite 320  
Chicago, Illinois 60607

*2008*

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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 \$63,200.00 to \$40,000.00. 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:

\_\_\_\_\_  
 Print Name: Cheryl A Stanton (Seal)

Date: \_\_\_\_\_

\_\_\_\_\_  
 Print Name: (Seal)

Date: \_\_\_\_\_

\_\_\_\_\_  
 Print Name: (Seal)

Date: \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.

By: Michael Samuels (Seal)  
 Name: Michael Samuels, Vice President

Date: March 12, 2008

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## B. MODIFICATION OF SECURITY INSTRUMENT

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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:

Cheryl A. Stanton (Seal)  
Print Name: Cheryl A Stanton

Date: 3-26-08

\_\_\_\_\_  
Print Name: \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.

By: Michael Samuels (Seal)  
Name: Michael Samuels, Vice President

Date: March 12, 2008

Property of Cook County Clerk's Office

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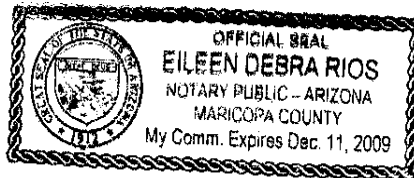
## LENDER ACKNOWLEDGEMENTS

STATE OF ARIZONA )  
 )  
 COUNTY OF MARICOPA ) ss.:

On the 12th day of March in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Samuels, Vice President, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Eileen Debra Rios (Seal)  
 Notary Public

My commission expires on \_\_\_\_\_.



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## ACKNOWLEDGEMENTS

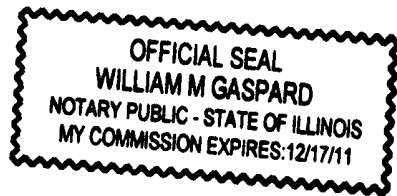
STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) ss.:

I, WILLIAM M. GASPARD Notary Public in and for said county and state, do hereby certify that CHERYL A. STANTON personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SUE signed and delivered the said instrument as A free voluntary act, for the used and purposes therein set forth.

Given under my hand and official seal this 26 day of MARCH 2008.

[Signature] (Seal)  
 Notary Public, COOK County, Illinois.

My Commission expires: 12-17-11



Property of Cook County Clerk's Office

File No.: 108679

**UNOFFICIAL COPY****EXHIBIT A**

Parcel 1: Dwelling Unit 709 in the Parch Chestnut Condominium, as delineated on a survey of the following described tract of land:

Sub-Parcel 1: Lots 10 to 18 in Storr's Subdivision of Block 30 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Sub-Parcel 2: The West 26 feet of Lot 3, all f Lots 4 to 10 and the West 26 feet of Lot 11 on the subdivision of Block 31 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Sub-Parcel 3: All of the North-South 10 foot wide vacated alley lying West of and adjoining the West line of Lots 4 and 10 and said West line of Lot 4 produced North 18 feet and lying East of and adjoining the East line of Lots 5 to 9 also all of the East-West 18 foot wide vacated alley lying South of and adjoining the South line of Lot 10, lying North of and adjoining the North line of Lot 4 and lying West of and adjoining the West line of the East 18 feet of said Lot 4 produced North 18 feet all in the subdivision of Block 31 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Sub-Parcel 4: All of the East-West 18 foot wide vacated alley lying South of the South line of Lots 10 and the West 26 feet of Lot 11, lying North of the North line of Lot 4 and the West 26 feet of Lot 3, lying West of a line extending North from the Northeast corner of the West 26 feet of said Lot 3 to the Southeast corner of the West 26 feet of said Lot 11 and lying East of the Northerly extension of the West line of the West 18 feet of Lot 4, all in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "C" to the Declaration of Condominium Ownership for Parch Chestnut Condominium recorded as document number 0613910107 (the "Declaration"), together with its undivided percentage interest in the common elements.

Parcel 2: The exclusive right to the use of garage space 126, a limited common element, as delineated and defined in the declaration.

PIN: 17-04-443-011/012/013/014/015/016/017/020  
 17-04-445-001/002/006/014 all underlying  
 849 N. Franklin Street  
 #709  
 Chicago, IL 60610