

UNOFFICIAL COPY

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



Doc#: 0821311103 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/31/2008 10:26 AM Pg: 1 of 6

113601 20f3

Drawn By: Marco Covarrubias

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

P.I.N. _____

[Space Above This Line For Recording Data]

Loan Number: 414511751982

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 Herminio Torres & Rosa Maria Torres. 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 February 23, 2007, which is secured by a Mortgage of the same date recorded in Document No. 0707815004, Book , at Page of the COOK County Register of Deeds ("Security Instrument"), covering real property located at 5011 South California Avenue, Chicago, IL., 60632, (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 July 16, 2008, (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to \$63,000.00.

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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 \$100,000.00 to \$63,000.00. 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: Herminio Torres (Seal)

Date: _____

Print Name: Rosa Maria Torres (Seal)

Date: _____

Print Name: (Seal)

Date: _____

JPMORGAN CHASE BANK, N.A.

By: _____ (Seal)
Name: Thomas Sell, Bank Officer

Date: July 16, 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 \$100,000.00 to \$63,000.00. 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.

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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.

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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:

X HERMINIO TORRES (Seal)
Print Name: Herminio Torres

Date: 7-18-08

X ROSA MARIA TORRES (Seal)
Print Name: Rosa Maria Torres

Date: 7-18-08

____ (Seal)
Print Name:

Date: _____

JPMORGAN CHASE BANK, N.A.

By: [Signature] (Seal)
Name: Thomas Sell, Bank Officer

Date: July 16, 2008

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS

)

ss.:

COUNTY OF COOK

)

I, FELIPE SOTO, a Notary Public in and for said county and state, do hereby certify that Herrera's and Ross, Main, TX, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They signed and delivered the said instrument as They free voluntary act, for the used and purposes therein set forth.

Given under my hand and official seal this 18th day of July, 2008.



My Commission expires: 5-8-12

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

County Clerk's Office

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LENDER ACKNOWLEDGEMENTS

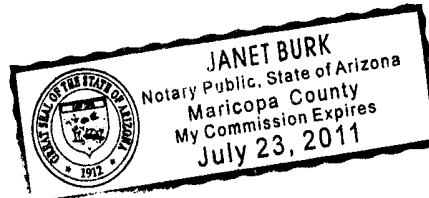
STATE OF ARIZONA)
) ss.:
 COUNTY OF MARICOPA)

On the 16th day of July in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Thomas Sell, Bank Officer, 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.

 Notary Public

(Seal)

My commission expires on _____



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File No.: 113601

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EXHIBIT A

Lot 4 in Block 4 in W.D. Kerfoot and Company's 51st Street Addition, being a subdivision of Southwest $\frac{1}{4}$ (except the North 133 feet thereof) of Northeast $\frac{1}{4}$ of Section 12, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5011 S. California Ave.
Chicago, Il. 60632

Pin number – 19-12-217-004-0000

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