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Doc#: 0911249032 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/22/2009 09:50 AM Pg: 1 of 4

Approved by *[Signature]*  
AFTER RECORDING MAIL TO:  
Washington Mutual Bank  
Mail Stop: FL5-7704  
7757 Bayberry Rd.  
Jacksonville, FL 32256  
Attn: Lien Release – Subordination Team

Loan Number: 0684394125

**LOAN MODIFICATION AGREEMENT**

*David Grando*

THIS AGREEMENT is made March 31, 2009, between ~~David J. Grando~~ *David J. Grando* and Patricia Mendoza (individually and collectively, if more than one, "Borrower" and/or "Grantor/Mortgagor") and JPMorgan Chase Bank, National Association, successor in interest to Washington Mutual Bank (The "Bank").

Borrower has obtained a home equity line of credit from the Bank (the "Loan") in the original credit limit amount of \$35,000.00. The Loan is evidenced by a Line of Credit Agreement and Disclosure (including any riders or previous amendments, the "Agreement") from Borrower dated December 4, 2007 and secured by a Mortgage (the "Mortgage"), dated December 4, 2007 and recorded on July 3, 2008, in Book N/A Page N/A, Instrument/Document Number 0800317022 in Official Records of Cook County, Illinois.

The Loan covers the property described in the Mortgage and located at the address shown below (the "Property").

See Attached "Exhibit A"

Borrower, Grantor/Mortgagor and the Bank now wish to make certain modifications to the loan terms, and in consideration of the mutual benefits accruing to each, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Modification to Agreement. The Agreement is hereby modified as follows:

1.1 Credit Limit. The maximum credit limit shall be lowered to \$29,000.00 from \$35,000.00.

2. Miscellaneous. Except as herein modified, all the terms, covenants and conditions of the Agreement and Mortgage remain in full force and effect without modification or change. Each of the undersigned Borrowers and Grantors/Mortgagors hereby ratifies and reaffirms his/her respective obligations under the Agreement and Mortgage, as herein modified, including but not limited to the obligation of Borrower to pay the indebtedness evidenced or secured hereby. Nothing herein shall affect the validity or lien priority of the Mortgage on the property as security for the payment of all amounts owing on the Agreement as herein modified.

PREMIER TITLE COMPANY  
1350 W. NORTHWEST HIGHWAY  
ARLINGTON HEIGHTS, IL 60004  
(847) 255-7100

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Dated as of the day and year first above written.

By signing below, the Borrower(s) accepts and agrees to this Modification.

Borrower(s):

[Signature]  
David J. Grando

[Signature]  
Patricia Mendoza

By signing below, each Grantor/Mortgagor accepts and agrees to the terms of the Mortgage as amended and supplemented by this Modification.

Grantor(s)/Mortgagor(s):

[Signature]  
David J. Grando

[Signature]  
Patricia Mendoza

### ACKNOWLEDGMENT OF BORROWER(S)/GRANTOR(S)/MORTGAGOR(S)

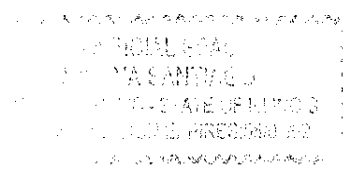
State of IL )  
County of COOK )S

On this 8 day of April 2009, personally appeared before me David J. Grando Patricia Mendoza to me known to be the individual(s) described in and who executed the within and foregoing Instrument, and acknowledged that he/she signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1 day of \_\_\_\_\_

[Signature]  
Notary Public in and for the State of IL  
residing at \_\_\_\_\_

My appointment expires 5409



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JPMorgan Chase Bank, National Association  
successor in interest to Washington Mutual Bank

By: *Carla D. Lang*  
Carla D. Lang  
Vice President

### ACKNOWLEDGMENT OF LENDER

State of Florida )  
                          )  
County of Duval §

On March 31, 2009, before me, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared Carla D. Lang to me known to be the Vice President of JPMorgan Chase Bank, National Association, successor in interest to Washington Mutual Bank the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute the said instrument. WITNESS my hand and official seal hereto affixed the day and year first above written.

*Michele L. Yenson*

Notary Public in and for the State of Florida, County of Duval, Residing at 7757 Bayberry Road, Jacksonville, FL 32256.

My appointment expires 2/2/2013



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~~EXHIBIT "A"~~

File No.: 2009-01013-PT

Commitment No.: 2009-01013-PT

## PROPERTY DESCRIPTION

The land referred to in this commitment is described as follows:

LOT 5 IN THE RESUBDIVISION OF LOTS 17, 18, 19 AND THE SOUTH 1/2 OF LOT 20 IN BLOCK 57 IN FREDERICK H. BARTLETT'S THIRD ADDITION TO GARFIELD RIDGE BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN - 19-17-227-039-002

Property of Cook County Clerk's Office