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Drawn By: Ty Tomasek

**Processor** 

201 N. Central Ave 31st Flr AZ1-1035

Phoenix, AZ 85004

And, After Recording, Return To:

JPMorgan Chase Bank, N.A. 710 Kansas Lane LA4-2107 Monroe, LA 71203



Doc#: 0914933005 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 05/29/2009 08:24 AM Pg: 1 of 5

P.I.N.		
Datal		

Space Above This Line For Recording

Loan Number: 414830025588

CT18466588 ASIAH 30+

## 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 Matthew V Vliet & Sandra A Trost-Vliet. 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 October 18, 2006, which is secured by a Mortgage of the same date recorded in Document 0632508156, Book, at Page of the COOK County Register of Deeds ("Security Instrument"), covering real property located at 519 S DWYER AVE, ARLINGTON HEIGHTS, IL, 60005, (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 'nis Agreement, you agree with us that the Line of Credit Agreement and the Security Instrument will be notified as follows:

### A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of April 29, 2009, (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to \$.

5

BOX 333-CTP

0914933005 Page: 2 of 5

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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 \$143,500.00 to \$. 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

Date: April 29, 2009

- 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. V/e 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 arriended 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:	0/	
Print Name: Matthew V Vliet matther	(Seal)	
Date: 5-15-09	45.	
Print Name: Sandra A Trost-Vliet	(Seal)	
Date: 5/5/09	(0)	·/
Sandra A Trost VI:et Print Name:	_(Seal)	TŚ
Date:		I's
JPMORGAN CHASE BANK, N.A.		.0
By:	(Seal)	

0914933005 Page: 3 of 5

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**ACKNOWLEDGEMENTS** 

STATE OF ILLINOIS	)			
COUNTY OF COOK	)	SS.:		
I, Amilyn Sweeney Twedt, a Nota that wathewviret + Sandra Tost-Viret, personame(s)	onally kn _ subscri	nown to m bed to the fluy	ne to be the same per e foregoing instrume si	son(s) whose nt, appeared before gned and delivered
Given under my nand and official seal this 15	In		y, 2009 Ounty, Illinois.	(Seal)
My Commission expires: 8-23-10	-		Amilyn Sweaney Twedt Official Seat Notary Public, State of Illinity Commission Expires 8-29-	•
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			Dir Clark	Ś
				O <sub>FF</sub>

0914933005 Page: 4 of 5

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#### LENDER ACKNOWLEDGEMENTS

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

On the 29th day of April in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Sean McFarland, 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 one 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.

(Seal)

Notary Public

My commission expires on

JANET BURK
Notary Public, State of Arizona
Maricopa County
Marcommission Expires
My Commission July 23, 2011

0914933005 Page: 5 of 5

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### CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008466588 SK STREET ADDRESS: 519 S. DWYER AVENUE

CITY: ARLINGTON HEIGHTS COUNTY: COOK

TAX NUMBER: 03-31-108-034-0000

#### **LEGAL DESCRIPTION:**

LOT 10 IN BLOCK 2 IN THOMAS A. CATINO'S UNIT #1-FIRST ADDITION TO ARINGTON HEIGHTS, BEING A JUDDIVISION IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11 B'ST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLCAS:: BEGINNING AT A POINT 485.68 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 AND ON THE EAST LINE OF THE NORTHWEST 1/4; THENCE WESTERLY 658.96 FEET ON THE SOUTH LINE OF MINNECL'S ARLINGTON HEIGHTS RESUBDIVISION (DOCUMENT AO). 1613766); THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 484.34 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4; THENCE EASTERLY ON THE SOUTH LINE OF THE NORTHWEST 1/4; THENCE BESTERLY ON THE SOUTH LINE OF THE NORTHWEST 1/4; THENCE NORTH 485.68 FEET TO THE SOUTHERST CORNER OF THE NORTHWEST 1/4; THENCE NORTH 485.68 FEET TO THE PLACE OF BEGINNING, CACCORDING TO THE PLAT "HEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 4, 1962 AS DOCUMENT NUMBER 2032067.

LEGALD

AST

05/19/09