Doc#: 1314319044 Fee: \$52.00 RHSP Fee: \$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 05/23/2013 10:22 AM Pg: 1 of 8

WHEN RECORDED MAIL TO: JPMorgan Chase Bank, N.A. 710 Kansas Lane, LA4-2107 Monroe, LA 71203

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

VIDAL SPIVEY, PROCESSOR 710 Kansas Lane, LA4-2107 MONROE, LA 71203

00414511916353

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 2, 2013 is made and executed between QAISER JAMAL and SAMINA HUSSAIN, whose addresses are 9403 NASHVILE AVE, MORTON GROVE, IL 60053-1327 and 9403 NASHVILLE AVE, MORTON GROVE, IL 60053-1327 (referred to below as "Borrower"), QAISER JAMAL, whose address is 9403 NASHVILLE AVE, MORTON GROVE, IL 60053-1327 and SAMINA HUSSAIN, whose address is 9403 NASHVILLE AVE, MORTON GROVE, IL 60053-1327; HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lender"), whose address is 1111 Polaris Parkway, Columbus, OH 43240.

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated February 3, 2010, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 3, 2010 and recorded on February 23, 2010 in Recording/Instrument Number 1005416031, in the office of the County Clerk of COOK, Illinois (the "Mortgage").

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 25 IN VAMSTD RESUBDIVISION OF VAMSTD SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 2 AND 3 OF ASSESSOR'S DIVISION OF THE NORTHEAST 1/4 OF SECTION 18 AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 27, 1977 AS DOCUMENT 2390343 TOGETHER WITH THE EAST 15.0 FEET

Syes P 8 S / M Mo SC yes E yes INT 9

MODIFICATION AGREEMENT

Loan No: 00414511916353 (Continued)

OF THE WEST 160.0 FEET LYING NORTH OF THE CENTER LINE OF BECKWITH ROAD OF LOT 3 OF ASSESSOR'S DIVISION OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID: 10-18-202-053-0000.

The Real Property or its address is commonly known as 9403 NASHVILLE AVE, MORTON GROVE, IL 60053-1327. The Real Property tax identification number is 10-18-202-053-0000.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to \$250,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$250,000.00 at any one time.

As of May 2, 20,3 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be 0.87%.

Annual Fee. The Annual Fee is waived as long as you maintain your gualifying checking account(s) in good standing (A "qualifying checking account" is a checking account you hold at JPMorgan Chase Bank, N.A. that entitles you to the Annual Fee Waiver.) Unless you are entitled to a continuing Annual Fee Waiver for another reason specified in this Agreement, closure of the qualifying checking account(s) will result in the assessment of a nonrefundable Annuel Fee of \$50.00 beginning on your next anniversary date and will continue annually throughout the Draw Period.

MODIFICATION CLOSING COSTS. Borrower will be required to pay certain modification closing costs. These costs are set forth below.

Modification Origination Fee (FINANCE CHARGE) \$5.00 Mortgage Tax \$0.50 Title Insurance

These costs must be paid at the time of modification or the Borrower may elect to charge the Borrower's Credit Line Account to pay for these costs. If these costs are charged to the Borrower's Credit Line Account, they will be reflected on Borrower's next periodic stelement after the date the modification closing costs are debited to the Borrower's Credit Line Account.

CONTINUING VALIDITY. Except as expressly modified above and by previous modification(s), if any, specified above, the terms of the original Agreement and Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Agreement and Mortgage as amended above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction, novation or partial release of the Equity Line Agreement secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Credit Line Agreement, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage or any prior modification thereto does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

IDENTITY OF ORIGINAL LENDER. Unless Lender or a predecessor in interest purchased the Borrower's Equity Line Agreement from an unaffiliated third party, the original Equity Line Agreement was entered into by and between Borrower and one of the following named lenders: JPMorgan Chase Bank, N.A.;

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(Continued)

JPMorgan Chase Bank; Chase Manhattan Bank USA, N.A. (now known as Chase Bank USA, N.A.); The Chase Manhattan Bank; The Chase Manhattan Bank, N.A., Chemical Bank; Chemical Bank, N.A.; Bank One, N.A.; Bank One, Arizona, N.A.; Bank One, Colorado, N.A.; Bank One, Illinois, N.A.; Bank One, Indiana, N.A.; Bank One, Kentucky, N.A.; Bank One, Louisiana, N.A.; Bank One, Oklahoma, N.A.; Bank One, Utah, N.A.; Bank One, West Virginia, N.A.; Bank One, Wisconsin, N.A.; or Bank One, Wheeling-Steubenville, N.A. JPMorgan Chase Bank, N.A. was formerly known as JPMorgan Chase Bank, The Chase Manhattan Bank and Chemical Bank. JPMorgan Chase Bank, N.A. is successor by merger to all the "Bank One" entities as well as The Chase Manhattan Bank, N.A. Chase Bank USA, N.A. is successor by merger to Chemical Bank, N.A. JPMorgan Chase Bank, N.A. also acquired certain Equity Line assets from Chase Bank USA, N.A. In any event, JPMorgan Chase Bank, N.A. is the owner of the Borrower's Equity Line Agreement and is authorized to enter into this Modification Agreement.

APPLICABLE LAW. Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 85 incorporates Ohio law.

BORROWER AND GRANTON ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. MODIFICATION AGREEMENT IS LATED MAY 2, 2013. A. Poot County Clert's Office

BORROWER:

QAISER JAMAL, Individually

SAMINA HUSSAIN, Individually

GRANTOR:

QAISER JAMAL, Individually

SAMINA HUSSAIN, Individually

LENDER:

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STATE OF)
\sim \sim) SS
COUNTY OF COOK)
On this day before me, the undersigned Notary Public, perknown to be the individual described in and who executed he or she signed the Modification as his or her free and therein mentioned.	d the Modification Agreement, and acknowledged that
Given under my hand and official seal this	day of
By GAAA	Residing at OpSeBook
Notary Public in and for the State of	
My commission expires	OFFICIAL SEAL ELIZABETH A PROCTOR Notary Public - State of Illinois My Commission Expires Aug 15, 2016
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My Commission Expires Augate 029160is

MODIFICATION AGREEMENT

Page 6 Loan No: 00414511916353 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF)) SS COUNTY OF ____COOK) On this day before me, the undersigned Notary Public, personally appeared QAISER JAMAL, MARRIED, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and afficial seal this Residing at Notary Public in and for the State of OFFICIAL SEAL ELIZABETH A PROCTORAL My commission expires Aug 15, 2016 Clart's Office Notary Public - State of Hierison

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MODIFICATION AGREEMENT

Page 7 Loan No: 00414511916353 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF)) SS Cook COUNTY OF On this day before ne, the undersigned Notary Public, personally appeared SAMINA HUSSAIN, MARRIED, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this day of Residing at Notary Rublic in and for the State of ELIZABETH My commission expires My Clart's Office

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MODIFICATION AGREEMENT

Page 8 (Continued) Loan No: 00414511916353 LENDER ACKNOWLEDGMENT) STATE OF) SS) **COUNTY OF** 2013 before me, the undersigned Notary day_of On this and known to me to be the e 15 zewicz Public, personally appeared thorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is rut norized to execute this said instrument. Residing at Notary Public/jn and for the State of OFFICIAL SEAL My commission expires _ **ELIZABETH A PROCTOR** Notary Public - State of Illinois My Commission Expires Aug 15, 2016

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