

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1332639076 Fee: \$60.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/22/2013 11:50 AM Pg: 1 of 12

Report Mortgage Fraud  
800-532-8765

The property identified as: PIN: 05-33-211-011-0000

**Address:**

**Street:** 1401 WASHINGTON AVENUE

**Street line 2:**

**City:** WILMETTE

**State:** IL

**ZIP Code:** 60091

**Lender:** JP MORGAN CHASE BANK NA

**Borrower:** MONICA S THOMPSON & KEVIN P THOMPSON

**Loan / Mortgage Amount:** \$500,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

S Yes  
P 12  
S No  
M No  
SO Yes  
E Yes  
INT Full

**Certificate number:** 5EC53FFF-4A6F-4C3C-949B-7093774D1A22

**Execution date:** 11/12/2013

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

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FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:  
 VIDAL SPIVEY, PROCESSOR  
 710 Kansas Lane, LA4-2107  
 MONROE, LA 71203

00415780060903

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 31, 2013, is made and executed between MONICA S THOMPSON and KEVIN P THOMPSON, whose addresses are 1401 WASHINGTON AVE, WILMETTE, IL 60091-2524, 1401 WASHINGTON AVE, WILMETTE, IL 60091-2524 and (referred to below as "Borrower"), MONICA S THOMPSON, and KEVIN P THOMPSON, as Trustees on behalf of THE MONICA S THOMPSON LIVING TRUST, DATED NOVEMBER 29, 2001, whose address is 1401 WASHINGTON AVE, WILMETTE, IL 60091-2524; and MONICA S THOMPSON, whose address is 1401 WASHINGTON AVE, WILMETTE, IL 60091-2524; KEVIN P THOMPSON, whose address is 1401 WASHINGTON AVE, WILMETTE, IL 60091-2524; WIFE AND HUSBAND (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 **March 30, 2009**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 30, 2009** and recorded on **April 8, 2009** in Recording/Instrument Number **0909812000**, 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 AND STATE OF ILLINOIS TO WIT:

LOT 1 IN BLOCK 5 IN DINGEE AND MCDANIELS RESUBDIVISION OF BLOCKS 3, 6, 9, 10 AND SOUTH 1/2 OF BLOCK 8 IN WILMETTE VILLAGE A SUBDIVISION OF WEST 63.55 CHAINS OF NORTH SECTION OF QUILMETTE RESERVATION TOWNSHIP 42 NORTH RANGE 13 EAST OF THE

**UNOFFICIAL COPY****MODIFICATION AGREEMENT**

Loan No: 00415780060903

(Continued)

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

TAX ID: 05-33-211-011-0000.

The Real Property or its address is commonly known as 1401 WASHINGTON AVE, WILMETTE, IL 60091-2524. The Real Property tax identification number is 05-33-211-011-0000.

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 **\$500,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$500,000.00** at any one time.

As of **October 31, 2013** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **1.5%**.

**Annual Fee.** The Annual Fee is waived as long as you maintain your qualifying 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 Annual 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)	\$0.00
Mortgage Tax	\$0.00
Title Insurance	\$0.00

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 statement 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 terms. 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.; JPMorgan Chase Bank; Chase Manhattan Bank USA, N.A. (now known as Chase Bank USA, N.A.); The

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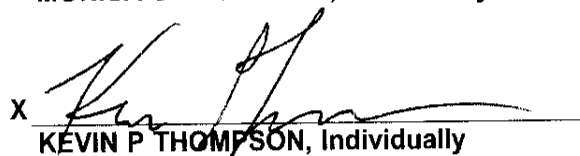
Chase Manhattan Bank; The Chase Manhattan Bank, N.A.; Chemical Bank; Chemical Bank, N.A.; Bank One, N.A.; Bank One, Arizona, N.A.; Bank One, Colorado, N.A.; Bank One, Illinois, N.A.; Bank One, Indiana, N.A.; Bank One, Kentucky, N.A.; Bank One, Louisiana, N.A.; Bank One, Oklahoma, N.A.; Bank One, Utah, 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 GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED OCTOBER 31, 2013.**

**BORROWER:**

X   
 MONICA S THOMPSON, Individually

X   
 KEVIN P THOMPSON, Individually

Clerk of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 00415780060903

(Continued)

**GRANTOR:**

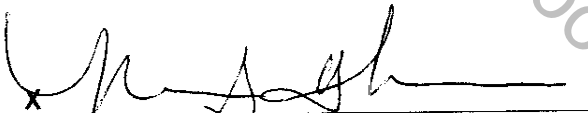
THE MONICA S THOMPSON LIVING TRUST, DATED NOVEMBER 29, 2001

By: 

MONICA S THOMPSON,, Trustee of  
THE MONICA S THOMPSON LIVING  
TRUST, DATED NOVEMBER 29,  
2001

By: 

KEVIN P THOMPSON,, Trustee of  
THE MONICA S THOMPSON LIVING  
TRUST, DATED NOVEMBER 29,  
2001

X 

MONICA S THOMPSON, Individually

X 

KEVIN P THOMPSON, Individually

**LENDER:**

X 

Authorized Signer

Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 00415780060903

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

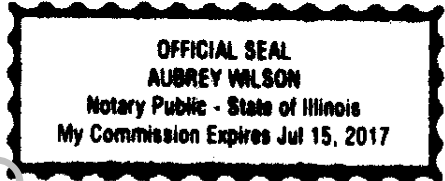
On this day before me, the undersigned Notary Public, personally appeared **MONICA S THOMPSON, MARRIED**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31 day of October, 2013.

By *Aubrey Wilson* Residing at 3756 W Agate  
Cook Co

Notary Public in and for the State of IL

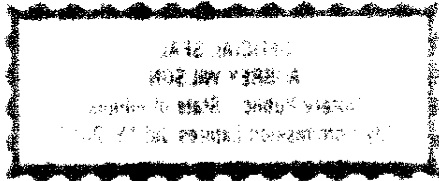
My commission expires 07-15-2017



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION AGREEMENT

Loan No: 00415780060903

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

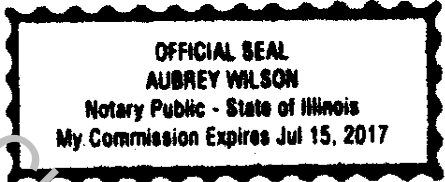
On this day before me, the undersigned Notary Public, personally appeared **KEVIN P THOMPSON, MARRIED**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31 day of October, 2013.

By *Aubrey Wilson* Residing at 3756 W Agate  
Cook Co

Notary Public in and for the State of IL

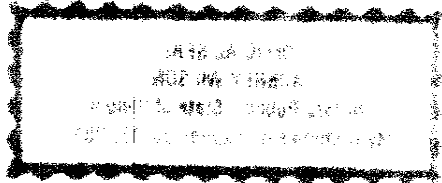
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## MODIFICATION AGREEMENT

Loan No: 00415780060903

(Continued)

### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

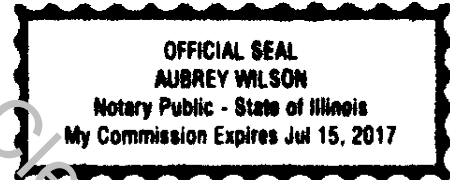
On this 31 day of October, 2013 before me, the undersigned Notary Public, personally appeared **MONICA S THOMPSON**, Trustee of **THE MONICA S THOMPSON LIVING TRUST, DATED NOVEMBER 29, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

Given under my hand and Notarial Seal this 31 day of October, 2013

By Aubrey Wilson Residing at 3756 W Agate  
COOK CO

Notary Public in and for the State of IL

My commission expires 07-15-2017



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## MODIFICATION AGREEMENT

Loan No: 00415780060903

(Continued)

### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

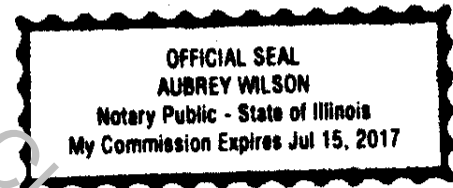
On this 31<sup>st</sup> day of October, 2013 before me, the undersigned Notary Public, personally appeared **KEVIN P THOMPSON,, Trustee of THE MONICA S THOMPSON LIVING TRUST, DATED NOVEMBER 23, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

Given under my hand and Notarial Seal this 31 day of October, 2013

By *Aubrey Wilson* Residing at 3756 W Agate  
Cook Co

Notary Public in and for the State of IL

My commission expires 07-15-2017



Notary Public of Cook County Clerk's Office

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## MODIFICATION AGREEMENT

Loan No: 00415780060903

(Continued)

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 ) SS  
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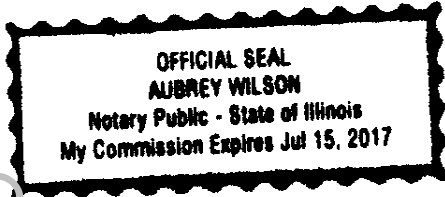
On this day before me, the undersigned Notary Public, personally appeared **MONICA S THOMPSON, MARRIED**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31 day of October, 2013.

By *Aubrey Wilson* Residing at 3756 W Agate  
Cook Co

Notary Public in and for the State of IL

My commission expires 07-15-2017



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## MODIFICATION AGREEMENT

Loan No: 00415780060903

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
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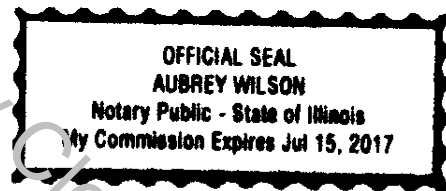
On this day before me, the undersigned Notary Public, personally appeared **KEVIN P THOMPSON, MARRIED**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31 day of October, 2013.

By *Aubrey Wilson* Residing at 3756 W Agate  
Cook Co

Notary Public in and for the State of IL

My commission expires 07-15-2017



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## MODIFICATION AGREEMENT

Loan No: 00415780060903

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 12 day of November, 2013 before me, the undersigned Notary Public, personally appeared Michael Roseau and known to me to be the Bank Branch Manager authorized 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 authorized to execute this said instrument.

By [Signature] Residing at 3756 W Agate  
Cook Co  
 Notary Public in and for the State of IL  
 My commission expires 07-15-2017

