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Doc#: 1515239019 Fee: \$50.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/01/2015 09:30 AM Pg: 1 of 7

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:

PAUL MARLEGA, PROCESSOR 710 KANSAS LANE, LA4-2107 MONROE, LA 71203

00414511998826

### MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 28, 2015, is made and executed between MARGERY FRANCES RODINO, whose address is 2116 W CHURCHILL ST, CHICAGO, IL 60647-5520 (referred to below as "Borrower"), MARGERY FRANCES RODINO, whose address is 2116 W CHURCHILL ST, CHICAGO, IL 60647-5520, and TRUMAN COBB, whose address is 2116 W CHURCHILL ST, CHICAGO, IL 60647-5520, WIFE AND HUSBAND, 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 43246.

### RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated April 18, 2014, (the "Equity Line Agreement". The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 18, 2014 and recorded on May 2, 2014 in Recording/Instrument Number 1412215007, 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 36 IN BLOCK 17 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

TAX ID: 14-31-316-035-0000.

The Real Property or its address is commonly known as 2116 W CHURCHILL ST, CHICAGO, IL

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(Continued)

60647-5520. The Real Property tax identification number is 14-31-316-035-0000.

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 \$125,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$125,000.00 at any one time.

As of April 28, 2015 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be 0.13%.

Annual Fae. 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 JPMergan Chase Bank, N.A. that entitles you to the Annual Fee Waiver.) Unless you are enutled 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.** So rower 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, not ation 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.

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 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

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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 ACCEEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. MODIFICATION AGREEMENT IS DATED APRIL 28, 2015.

**BORROWER:** 

Individually

**GRANTOR:** 

RODINO,

Individually

TRUMAN COBB, Individually

LENDER:

Oct County Clark's Office Connie S. Word , Vice President

JPMorgan Chase Bank, NA

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MODIFICATION AGREEMEN

Page 4 (Continued) Loan No: 00414511998826 INDIVIDUAL ACKNOWLEDGMENT STATE OF ) SS COUNTY OF COOK ) On this day before ne, the undersigned Notary Public, personally appeared MARGERY FRANCES RODINO, MARRIED, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he of the 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 28 day of 100 Coat 6
Residing at Church Notary Public in and for the State of \_\_\_ NOTARy Signature OFFICIAL SEAL D G BELLANDI Notary Public - State of Illinois My Commission Expires Jun 19, 2016

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MODIFICATION AGREEMEN

Page 5 (Continued) Loan No: 00414511998826 INDIVIDUAL ACKNOWLEDGMENT ) SS COUNTY OF \_\_\_\_\_\_\_ On this day before ne, the undersigned Notary Public, personally appeared MARGERY FRANCES RODINO, MARRIED, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he of the 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 Notary Public in and for the State of My commission expires OFFICIAL SEAL G1857LLANDL State of Illinois

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MODIFICATION AGREEM

Page 6 (Continued) Loan No: 00414511998826 INDIVIDUAL ACKNOWLEDGMENT STATE OF \_\_\_\_\_\_ ) ) SS COUNTY OF \_\_\_\_\_ On this day before me, the undersigned Notary Public, personally appeared TRUMAN COBB, MARRIED, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Medification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. 28 day of April , 20 15. Given under my hand and orficer' seal this \_\_\_\_\_ Residing at Ching? JC Notary Public in and for the State of \_ My commission expires \_ OFFICIAL SEAL D G BELLANDI Notary Public - State of Illinois My Commis UR 19, 2016

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### **UNOFFICIAL COPY**

Page 7 MODIFICATION AGREEMENT (Continued) Loan No: 00414511998826 LENDER ACKNOWLEDGMENT COUNTY OF Duachita Parish ) SS ) On this \_\_\_\_\_\_ day of \_\_\_\_\_ Hay Public, personally appeared \_\_\_\_\_\_ Connic S. Ward 2015 before me, the undersigned Notary and known to me to be the Uice President , anthorized 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. YOLANDA A. DIAZ Residing at Ouachita Parish Notary Public in and for the State of Louisia 15 501 My commission expires \_

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