# UNOFFICIAL COPYMINATION

Doc#: 1602715029 Fee: \$50.25 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 01/27/2016 11:15 AM Pg: 1 of 6

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:

CRISTY CERVANTES-LOPEZ, PROCESSOR 710 KANSAS LANE, LA4-2107 MONROE, LA 71203

00414511995198

### MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 11, 2616, is made and executed between ANA E CABRERA and JULIO C CABRERA, whose addresses are 3016 W ADDISON ST, CHICAGO, IL 60618-4508 and 3016 W ADDISON ST, CHICAGO, IL 60618-4508 (referred to below as "Borrower"), ANA E CABRERA, whose address is 3016 W ADDISON ST, CHICAGO, IL 60618-4508 and JULIO C CABRERA, whose address is 3016 W ADDISON ST, CHICAGO, IL 60618-4508, 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 February 21, 2014, (the "Equity Line Agreement") The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 21, 2014 and recorded on March 13, 2014 in Recording/Instrument Number 1407218032, 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 9 IN JOSEPH HOPP'S SUBDIVISION OF PART OF BLOCK 5, 6, 7 AND 8 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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1602715029 Page: 2 of 6

## **UNOFFICIAL COPY**

#### **MODIFICATION AGREEMENT**

Loan No: 00414511995198 (Continued)

TAX ID: 13-24-127-035-0000.

The Real Property or its address is commonly known as 3016 W ADDISON ST, CHICAGO, IL 60618-4508. The Real Property tax identification number is 13-24-127-035-0000.

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 \$50,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$50,000.00 at any one time.

As of January 11, 2016 the margin used to determine the interest rate on the outstanding invoid principal amount due under the Equity Line Agreement shall be 0.38%.

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 for ually 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
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 Chase Manhattan Bank; The Chase Manhattan Bank, N.A., Chemical Bank; Chemical Bank, N.A.; Bank

Page 2

Cook County Clark's Offica

#### MODIFICATION AGREEMENT

Loan No: 00414511995198

(Continued)

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. MODIFICATION AGREEMENT 15 DATED JANUARY 11, 2016.

**BORROWER:** 

ANA E CABRERA, Individually

**GRANTOR:** 

ANA E CABRERA, Individually

x Una Calmo

LENDER:

X Longie hwrd

Authorized Signer

Connie S WORE, Vice President

JP Morgon Chase Bank NA

Page 3

1602715029 Page: 4 of 6

Page 4

### **UNOFFICIAL COPY**

### MODIFICATION AGREEMENT

Loan No: 00414511995198 (Continued)

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	
CARRERA, MARRIAD, to me known to be the	Public, personally appeared ANA E CABRERA and JULIO C individuals described in and who executed the Modification the Modification as their free and voluntary act and deed, for day of January, 20 lb.  Residing at Cook County  OFFICIAL SEAL CARIDORA RIVERA Notary Public - State of Illinois My Commission Expires Apr. 8, 2019

1602715029 Page: 5 of 6

## **UNOFFICIAL COPY**

**MODIFICATION AGREEMENT** Page 5 Loan No: 00414511995198 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF ) ) SS COUNTY OF On this day before me, the undersigned Notary Public, personally appeared ANAE CABRERA and JULIO C CABRERA, MARRIZD, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes the ein mentioned. \_ day of January , 20 16. Given under my hand and ofricial seal this Residing at Cook County Notary Public in and for the State of OFFICIAL SEA JUNIL CLOPA'S OFFICE CARIDAD RIVERA My commission expires Notary Public - State of Illinois My Commission Expires Apr. 8, 2019

1602715029 Page: 6 of 6

# **UNOFFICIAL COPY**

### MODIFICATION AGREEMENT

Loan No: 00414511995198

(Continued)

Page 6

LENDER ACKNOWLEDGMENT	
STATE OF Louisiana	)
8 . ,	) SS
Parish COUNTY OF Duachita	)
**Cesident , authorized agent for the Lender acknowledged said instrument to be the free and volu	and known to me to be the <u>Jice</u> or that executed the within and foregoing instrument and intary act and deed of the said Lender, duly authorized by se, for the uses and purposes therein mentioned, and on a said instrument.
By Alice Jacobs  Notary Public in and for the State of 600151a	Residing at <u>Duachita</u>
My commission expires is for difetime	Allien and the second s
•	C/O/H
LASER PRO Lending, Ver. 5.19.40.06 Copr. Harland Financial Solutions, Inc. 1997, 201	6. All Rights Reserved (LIIOH T::HE_LaserPro/CFILPL(G201,FC TR-45139578 PR-MODHELIL