

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

**Report Mortgage Fraud**  
**800-532-8785**

Doc#: 1631557046 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/10/2016 09:47 AM Pg: 1 of 7

The property identified as: **PIN: 06-25-117-002-0000**

**Address:**

**Street:** 102 WOODVIEW DR

**Street line 2:**

**City:** STREAMWOOD

**State:** IL

**ZIP Code:** 60107

**Lender:** JPMORGAN CHASE BANK NA

**Borrower:** CYNTHIA D JONES AND GARY A JONES

**Loan / Mortgage Amount:** \$34,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** C63E4BFC-EFB0-4F0B-9945-A28DAFAEADEC

**Execution date:** 10/27/2016

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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:  
**BRIDGET BURKE, PROCESSOR**  
710 Kansas Lane, LA4-2107  
Monroe, LA 71203

00415610209917

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated October 27, 2016, is made and executed between CYNTHIA D JONES and GARY A JONES, whose addresses are 102 WOODVIEW DR, STREAMWOOD, IL 60107-2249 and 102 WOODVIEW DR, STREAMWOOD, IL 60107-2249 (referred to below as "Borrower"), GARY A JONES, whose address is 102 WOODVIEW DR, STREAMWOOD, IL 60107-2249 and CYNTHIA D JONES, HIS WIFE, whose address is 102 WOODVIEW DR, STREAMWOOD, IL 60107-2249; AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, NOT AS TENANTS IN COMMON (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.

*Increased \$ 34,000.00*

### RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **September 11, 2014**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 11, 2014** and recorded on **September 29, 2014** in Recording/Instrument Number **1427239005**, in the office of the County Clerk of **COOK, Illinois** (the "Mortgage"). *IAO \$123,000.00*

**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 COOK COUNTY, ILLINOIS TO WIT:

LOT 64 IN THE MEADOW SOUTH PHASE 1, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND PART OF THE WEST HALF OF THE NORTHEAST QUARTER ALL IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD P.M., IN COOK COUNTY, ILLINOIS

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

Loan No: 00415610209917

(Continued)

TAX ID: 06-25-117-002-0000.

The Real Property or its address is commonly known as 102 WOODVIEW DR, STREAMWOOD, IL 60107-2249. The Real Property tax identification number is 06-25-117-002-0000.

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 **\$157,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$157,000.00** at any one time.

As of **October 27, 2016** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.12%**.

**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 Chase Manhattan Bank; The Chase Manhattan Bank, N.A., Chemical Bank; Chemical Bank, N.A.; Bank

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## MODIFICATION AGREEMENT

Loan No: 00415610209917

(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. THIS MODIFICATION AGREEMENT IS DATED OCTOBER 27, 2016.**

**BORROWER:**

X *Cynthia D Jones*  
CYNTHIA D JONES, Individually

X *Gary A Jones*  
GARY A JONES, Individually

**GRANTOR:**

X *Gary A Jones*  
GARY A JONES, Individually

X *Cynthia D Jones*  
CYNTHIA D JONES, Individually

**LENDER:**

X *Connie S Wood*  
Authorized Signer  
*Connie S Wood, Vice President*  
*JPMorgan Chase Bank, N.A.*

of Cook County Clerk's Office

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## MODIFICATION AGREEMENT (Continued)

Loan No: 00415610209917

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

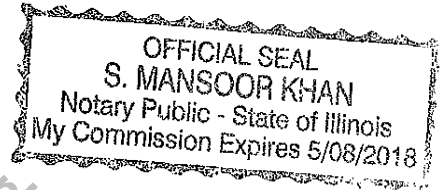
On this day before me, the undersigned Notary Public, personally appeared **CYNTHIA D JONES and GARY A JONES, MARRIED**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27<sup>th</sup> day of October, 2016.

By [Signature] Cook CO  
 Residing at 535 Delaware Dr, Carol Stream, IL 60188

Notary Public in and for the State of Illinois

My commission expires 5/8/2018



Property of Cook County Clerk's Office

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## MODIFICATION AGREEMENT (Continued)

Loan No: 00415610209917

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

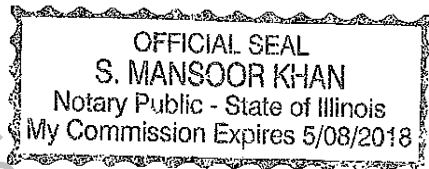
On this day before me, the undersigned Notary Public, personally appeared **GARY A JONES and CYNTHIA D JONES, MARRIED**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27<sup>th</sup> day of October, 2016.

By [Signature] Residing at Cook Co 535 Delaware Trl, Carol Stream, IL 60188

Notary Public in and for the State of Illinois

My commission expires 5/8/2018



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## MODIFICATION AGREEMENT (Continued)

Loan No: 00415610209917

### LENDER ACKNOWLEDGMENT

STATE OF Louisiana )  
 Parish ) SS  
 COUNTY OF Ouachita )

On this 11 day of November, 2014 before me, the undersigned Notary Public, personally appeared Connie S Word and known to me to be the Vice President 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 Eva Reese Residing at Ouachita Parish  
*Eva Reese*

Notary Public in and for the State of Louisiana

My commission expires is for lifetime

EVA REESE  
 OUACHITA PARISH, LOUISIANA  
 LIFETIME COMMISSION  
 NOTARY ID # 17070