

UNOFFICIAL COPY

Doc#: 1702522134 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/25/2017 11:44 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:

CATHERINE DUDOVICK, PROCESSOR
710 KANSAS LANE, LA4-2107
MONROE, LA 71203



00414512041520

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated January 7, 2017, is made and executed between JOSEPH A SCHAUENBERG and KELLEY P SCHAUENBERG, whose addresses are 547 S SUMMIT ST, BARRINGTON, IL 60010-4413 and 547 S SUMMIT ST, BARRINGTON, IL 60010-4413 (referred to below as "Borrower"), JOSEPH A SCHAUENBERG, whose address is 547 S SUMMIT ST, BARRINGTON, IL 60010-4413 and KELLEY P SCHAUENBERG, whose address is 547 S SUMMIT ST, BARRINGTON, IL 60010-4413, 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 June 16, 2016, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated June 16, 2016 and recorded on January 25, 2016 in Recording/Instrument Number 1602508098, 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 13 AND THE WEST ONE-HALF OF THE VACATED ALLEY LYING EAST AND ADJOINING IN MUNDAY'S RESUBDIVISION OF BLOCK 4 IN LANDWER'S ADDITION TO BARRINGTON, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 00414512041520

(Continued)

TAX ID: 01-01-212-014-0000.

The Real Property or its address is commonly known as 547 S SUMMIT ST, BARRINGTON, IL 60010-4413. The Real Property tax identification number is 01-01-212-014-0000.

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 **\$224,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$224,000.00** at any one time.

As of **January 7, 2017** the margin used to determine the interest rate on the outstanding unpaid 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 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

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414512041520

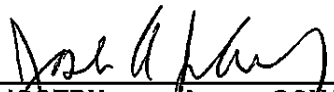
(Continued)

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 JANUARY 7, 2017.


BORROWER:

x 
JOSEPH A SCHAUENBERG,
Individually


x 
KELLEY P SCHAUENBERG, Individually

GRANTOR:

x 
JOSEPH A SCHAUENBERG,
Individually

x 
KELLEY P SCHAUENBERG, Individually

LENDER:

x 
Authorized Signer ERIN M SUMNER
JPMORGAN CHASE BANK, N.A.

of Cook County Clerk's Office

UNOFFICIAL COPY

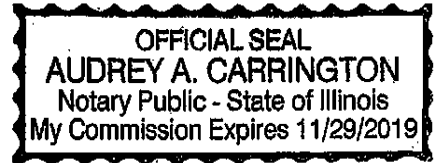
MODIFICATION AGREEMENT

Loan No: 00414512041520

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
)
 COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **JOSEPH A SCHAUENBERG** and **KELLEY P SCHAUENBERG, 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 7th day of January, 2017.

By Audrey A. Carrington Residing at 1357 Baroque Ave, Volo, IL 60073
 Notary Public in and for the State of Illinois Cook County
 My commission expires 11-29-2019

County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Loan No: 00414512041520

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
)
 COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **JOSEPH A SCHAUENBERG and KELLEY P SCHAUENBERG, 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 7th day of January, 2017.

By Audrey A. Carrington Residing at 1357 Baroque Ave, Volo, IL 60073
 Notary Public in and for the State of Illinois Cook County
 My commission expires 11-29-

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION AGREEMENT (Continued)

Loan No: 00414512041520

LENDER ACKNOWLEDGMENT

STATE OF Louisiana)
 Parish) SS
 COUNTY OF Ouachita)

On this 17 day of January, 2017 before me, the undersigned Notary Public, personally appeared ERIC M SUMMAREN 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 Angela Ruth Payne Residing at Ouachita Parish
Angela Ruth Payne
 Notary Public in and for the State of Louisiana
 My commission expires lifetime

ANGELA RUTH PAYNE
 OUACHITA PARISH, LOUISIANA
 LIFETIME COMMISSION
 NOTARY ID # 60422