

RECORDATION REQUESTED BY:

Harris Bank Wilmette, N.A.
1701 Sheridan Road
Wilmette, IL 60091



WHEN RECORDED MAIL TO:

Harris Banks
150 W. Wilson Street
Palatine, IL 60067

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

P. GUTMANN
150 W. Wilson Street
Palatine, IL 60067



Return to!
Dukane Title Insurance Co.
650 East Roosevelt Road
Suite 104
Glen Ellyn, Illinois 60137
D2746 ZDK
2/19/3

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 5, 2001, BETWEEN RICK F. ENRIQUEZ and ELAINE G. ENRIQUEZ, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY (referred to below as "Grantor"), whose address is 725 GLENDALE DRIVE, GLENVIEW, IL 60025; and Harris Bank Wilmette, N.A. (referred to below as "Lender"), whose address is 1701 Sheridan Road, Wilmette, IL 60091.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 14, 2001 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED BY COOK COUNTY RECORDER ON NOVEMBER 1, 2001 AS DOCUMENT NO. 0011023709

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

LOT 22 IN GEORGE F. NIXON'S SECOND ADDITION TO GLENAYRE DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF GLENVIEW ROAD ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT 813557 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 725 GLENDALE DRIVE, GLENVIEW, IL 60025. The Real Property tax identification number is 04-36-309-006.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

THE MAXIMUM LIEN AMOUNT AS DESCRIBED IN THE MORTGAGE DATED JUNE 14, 2001 IS HEREBY MODIFIED AND REDUCED FROM \$500,000.00 TO \$400,000.00. ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE AFORESAID MORTGAGE REMAIN IN FULL FORCE AND EFFECT.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, 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 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

328



My commission expires _____

Notary Public in and for the State of _____

By _____ Residing at _____

Given under my hand and official seal this _____ day of _____

On this day before me, the undersigned Notary Public, personally appeared RICK F. ENRIQUEZ and ELAINE G. ENRIQUEZ, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

COUNTY OF _____

STATE OF _____

(ss)

INDIVIDUAL ACKNOWLEDGMENT

Authorized Officer

LENDER: Harris Bank Winnetka, N.A. *[Signature]*

ELAINE G. ENRIQUEZ

X _____

RICK F. ENRIQUEZ

X _____

GRANTOR:

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. 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.

12-05-2001
Loan No

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois.)

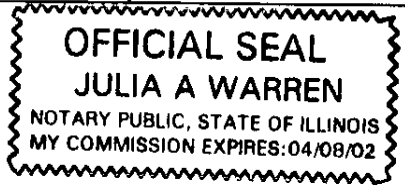
COUNTY OF Cook.) ss

On this 12th day of December, 20 01, before me, the undersigned Notary Public, personally appeared Phillip Gutmann and known to me to be the V.P., 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 and that the seal affixed is the corporate seal of said Lender.

By Julia A. Warren Julia A. Warren Residing at Palatine, IL.

Notary Public in and for the State of Illinois.

My commission expires 4/8/02



Property of Cook County Clerk's Office