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2003-02-14 11:06:22

Cook County Recorder

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REGISTRATION REQUESTED BY:

Harris Bank Frankfort
690 N. LaGrange Road
Frankfort, IL 60423



0030220489

WHEN RECORDED MAIL TO:

Harris Bank/BLST
Attn: Collateral management
P.O. Box 2880
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

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②

This Modification of Mortgage prepared by:

Christine Lambert, Documentation Specialist
Harris Bank / BLST
311 W. Monroe St., 14th floor
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 31, 2003, is made and executed between Joseph A. Gutierrez, a single person, whose address is 4309 Linderwood, Suite 1-D, Matteson, IL 60443 (referred to below as "Grantor") and Harris Bank Frankfort, whose address is 690 N. LaGrange Road, Frankfort, IL 60423 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 31, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document 0020160725 on February 7, 2002, and Assigned to Harris Bank Frankfort on January 31, 2003.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 1 (EXCEPT THE WEST 52 FEET THEREOF) IN BLOCK 3 IN CAPITAL HILL ADDITION TO CHICAGO HEIGHTS, BEING A SUBDIVISION OF THE EAST 697 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT A STRIP 50 FEET IN WIDTH LYING 25 FEET ON EACH SIDE OF THE CENTER LINE OF 15TH STREET AS SHOWN ON THE PLAT OF SAID ADDITION) SAID PLAT BEING RECORDED APRIL 15, 1910 AS DOCUMENT NO. 4543784 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1502 Scott, Chicago Heights, IL 60411. The Real Property tax identification number is 32-19-408-029

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a promissory note dated January 31, 2003, in the original principal amount of \$600,000.00 from Joseph A. Gutierrez and Christine Bereck to Lender; a promissory note dated January 31, 2003, in the original principal amount of \$367,500.00 from Joseph A. Gutierrez to Lender; a promissory note dated January 31, 2003, in the original principal amount of \$210,000.00 from Joseph A. Gutierrez to Lender; and a promissory note dated January 31, 2003, in the original principal amount of \$120,000.00 from

BOX 333-CTI

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 87262

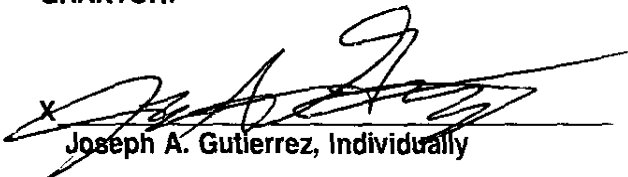
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Joseph A. Gutierrez to Lender, all of which contain a fixed rate of interest of 5.75% per annum; together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreement; (2) the maturity date of the mortgage is extended to January 28, 2008; and (3) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$1,297,500.00. All other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original 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 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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 31, 2003.

GRANTOR:

x 
Joseph A. Gutierrez, Individually

LENDER:

x 
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 87262

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
COUNTY OF Cook)

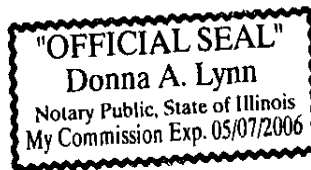
On this day before me, the undersigned Notary Public, personally appeared **Joseph A. Gutierrez**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of Feb, 20 03

By Donna A. Lynn Residing at Oak Lawn, Ill

Notary Public in and for the State of Illinois

My commission expires 5-7-06



LENDER ACKNOWLEDGMENT

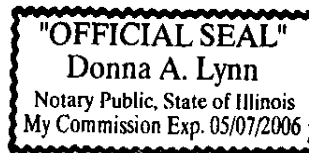
STATE OF Illinois)
)
) SS
COUNTY OF Cook)

On this 10th day of Feb, 2003 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 Donna A. Lynn Residing at Oak Lawn, Ill

Notary Public in and for the State of Illinois

My commission expires 5-7-06



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 87262

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