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0030398479

6031/0355 20 001 Page 1 of 4

2003-03-25 14:21:08

Cook County Recorder 28.00

RECORDATION REQUESTED BY:

Harris Bank Argo  
7549 W. 63rd Street  
Summit, IL 60501



0030398479

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

292  
This Modification of Mortgage prepared by:

**C.T.I./CY**

700189329

Rosa M. Ramirez, Documentation Specialist  
Harris Bank / BLST  
311 West Monroe Street, 14th Floor  
Chicago, IL 60606

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated March 7, 2003, is made and executed between Terence A. Roche and Therese H. Roche, His Wife, whose address is 5740 W. 159th Street, Oak Forest, IL 60452 (referred to below as "Grantor") and Harris Bank Argo, whose address is 7549 W. 63rd Street, Summit, IL 60501 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 22, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 02, 2002 as Document #0020848924 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

LOT 12 IN EAGLE RIDGE ESTATES UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 11016 Garrett Drive, Orland Park, IL 60467. The Real Property tax identification number is 27-32-104-022

**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 March 7, 2003 in the original principal amount of \$458,396.00 from Borrower to Lender bearing an interest rate of 6.75% fixed per annum; a Promissory Note dated July 22, 2002 in the original principal amount of \$171,314.56 from R.2 Inc. to Lender bearing an interest rate of 7.50% fixed per annum, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes. (2) that at no time shall the principal amount of indebtedness secured by the Mortgages, not including sums advanced to protect the security of the mortgages, exceed the amount of \$629,710.56. All other terms and conditions remain the same.

BOX 333-CT

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 71320

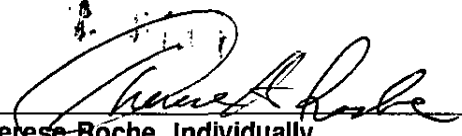
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**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by 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 endorser 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 MARCH 7, 2003.**

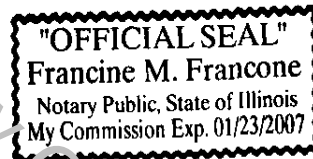
GRANTOR:

X 30398479  
  
Terence A. Roche, Individually

X   
Therese Roche, Individually

LENDER:

X   
Authorized Signer



Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

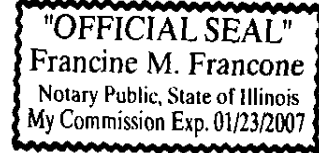
Loan No: 71320

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **Terence A. Roche and Therese Roche**, 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.

Given under my hand and official seal this 13 day of MAR, 2003

By Francine M. Francone

Residing at ORLAND PARK

Notary Public in and for the State of ILLINOIS

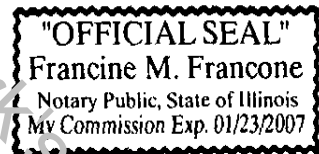
My commission expires 1/23/07

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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On this 13 day of MAR, 2003 before me, the undersigned Notary Public, personally appeared ROBERT J. KASARSKIS 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 Francine M. Francone

Residing at ORLAND PARK

Notary Public in and for the State of ILLINOIS

My commission expires 1/23/07

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 71320

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