

UNOFFICIAL COPY



0312232058

Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 05/02/2003 10:32 AM Pg: 1 of 3

RECORDATION REQUESTED BY:

The Harris Bank N.A.
Carefree
6720 N. Scottsdale Road
Suite 111
Scottsdale, AZ 85253

WHEN RECORDED MAIL TO:

The Harris Bank N.A.
Carefree
6720 N. Scottsdale Road
Suite 111
Scottsdale, AZ 85253

SEND TAX NOTICE TO:

John Brisch
Denise Nelson-Brisch
5112 South Hyde Park Blvd.
Chicago, IL 60615

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 3, 2003, is made and executed between John Brisch and Denise Nelson-Brisch, husband and wife, not as joint tenants in common, but as tenants by the Entirety, whose address is 5112 South Hyde Park Blvd., Chicago, IL 60615 (referred to below as "Grantor") and The Harris Bank N.A., whose address is 6720 N. Scottsdale Road, Suite 111, Scottsdale, AZ 85253 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 22, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 22, 2001 at Recorder's No. 0010140710.

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

THE SOUTH 1/2 OF LOT 3 IN BLOCK 18 IN HYDE PARK, BEING A SUBDIVISION IN SECTIONS 11, 12 AND 14 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5112 S. Hyde Park Blvd., Chicago, IL 60615.

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

To increase the principal from \$250,000 to \$300,000.

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

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NY

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MODIFICATION OF MORTGAGE

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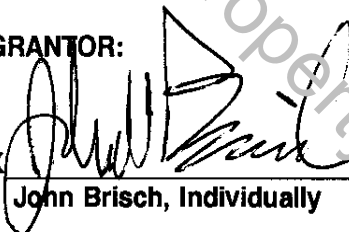
Loan No: 4201


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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 MARCH 3, 2003.

GRANTOR:

x 
John Brisch, Individually

x 
Denise Nelson-Brisch, Individually

LENDER:

x 
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 4201

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Arizona

COUNTY OF Maricopa



On this day before me, the undersigned Notary Public, personally appeared **John Brisch and Denise Nelson-Brisch**, 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 12th day of March, 2003

By Jacqueline McGuire Residing at Peoria AZ

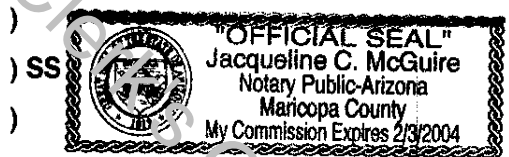
Notary Public in and for the State of Arizona

My commission expires 2/3/04

LENDER ACKNOWLEDGMENT

STATE OF Arizona

COUNTY OF Maricopa



On this 12th day of March, 2003 before me, the undersigned Notary Public, personally appeared Steve Stansbury 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 Jacqueline McGuire Residing at Peoria AZ

Notary Public in and for the State of Arizona

My commission expires 2/3/04