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4039/0122 11 001 Page 1 of 5

2002-05-24 14:58:09

Cook County Recorder 29.00

RECORDATION REQUESTED BY:

HARRIS TRUST AND
SAVINGS BANK
PRIVATE BANK
111 W. MONROE STREET
P.O. BOX 755
CHICAGO, IL 60690

WHEN RECORDED MAIL TO:

HARRIS BANKS
Consumer Loan Utility
150 W. Wilson
Palatine, IL 60067



0312734115

Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 05/07/2003 10:16 AM Pg: 1 of 5



0020595977

0021260922

FOR RECORDER'S USE ONLY

RE-RECORD TO REFLECT 12/14/01
MODIFICATION

This Modification of Mortgage prepared by:

**RE-RECORD TO CORRECT THE
RECORDED DATE OF DOC NO
89570556**
RECORDED 11/30/89

J. STUDZINSKI
Harris Banks
150 W. Wilson
Palatine, IL 60067

"True and Certified Copy"

Justina Thurman

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 15, 2002, is made and executed between DONALD E. MERZ and SUZANNE K. MERZ, Husband and Wife (referred to below as "Grantor") and HARRIS TRUST AND SAVINGS BANK, whose address is 111 W. MONROE STREET, P.O. BOX 755, CHICAGO, IL 60690 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 19, 1989 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED OCTOBER 30, 1989 AS DOC. #89570556.

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

SEE LEGAL DESCRIPTION ATTACHED

The Real Property or its address is commonly known as 1360 HACKBERRY LANE, WINNETKA, IL 60093. The Real Property tax identification number is 05-18-403-012-0000.

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

THE MORTGAGE DATED 10/19/89 WITH A CREDIT LIMIT OF \$150,000.00 AS MODIFIED AND INCREASED ON 12/14/01 TO A CREDIT LIMIT OF \$600,000.00; THE HOME EQUITY CREDIT LINE AGREEMENT AND DISCLOSURE AS STATED ABOVE, WITH A CREDIT LIMIT OF \$600,000.00 IS HEREBY MODIFIED AND INCREASED TO A NEW CREDIT LIMIT OF \$1,000,000.00 SUBJECT TO AN INEX RATE OF WALL STREET JOURNAL PRIME RATE LESS 1/2%. THE FINAL MATURITY DATE IS OCTOBER 19, 2009. 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 \$1,000,000.00; THE TERMS AND CONDITIONS OF WHICH ARE INCORPORATED AND MADE A PART HERETO.

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5

UNOFFICIAL COPY 20595977**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 399044009

Page 2

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 APRIL 15, 2002.

GRANTOR:

X *Donald E. Merz*
DONALD E. MERZ, Individually IL DL # M620-1854-1163

X *Suzanne K. Merz*
SUZANNE K. MERZ, Individually IL DL # M620-7444-2796

LENDER:

X *John W. Mulholland*
Authorized Signer JOHN W. MULHOLLAND
VICE PRESIDENT

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(Continued)

20595977

Loan No: 399044009

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida)
) SS
 COUNTY OF Collier)

On this day before me, the undersigned Notary Public, personally appeared **DONALD E. MERZ and SUZANNE K. MERZ**, 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 19 day of April, 2002

By Patrick M Ryan Residing at 1215 Sarah Jean Cir #204

Notary Public in and for the State of Florida

My commission expires May 11, 2004



Patrick M Ryan

My Commission CC935650

Expires May 11, 2004

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

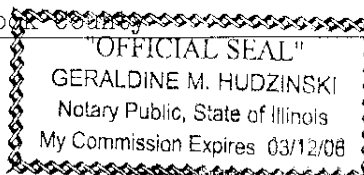
On this 24 day of April, 2002 before me, the undersigned Notary Public, personally appeared Joan W. Mulholland and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act 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 and that the seal affixed is the corporate seal of said Lender.

By Geraldine M. Hudzinski

Residing at Cook County

Notary Public in and for the State of Illinois

My commission expires 3-12-06



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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 399044009

Page 4

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THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE VILLAGE OF WINNETKA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 583 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 (AS MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4); AND 1076 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 (AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4); THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4, 239.25 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4, 233 FEET, THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4, 189.5 FEET TO A LINE 1126 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4, 193 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4, 50 FEET TO THE SOUTHWEST CORNER OF HACKBERRY LANE, AS DEDICATED BY PLAT RECORDED NOVEMBER 10, 1936 AS DOCUMENT 11907213; THENCE NORTH PARALLEL WITH THE EAST LANE OF SAID SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 (BEING ALONG THE WEST LINE OF HACKBERRY LANE AS SO DEDICATED), 40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office