

UNOFFICIAL COPY



0323433070

Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 08/22/2003 08:38 AM Pg: 1 of 4

HE H23 0467200711
RECORDATION REQUESTED BY:
Harris Bank Palatine, N.A.
50 N. Brockway Street
Palatine, IL 60067

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

FOR RECORDER'S USE ONLY

(4)

This Modification of Mortgage prepared by:

Joyce Spicer
Harris Bank/BLST
311 W. Monroe Street, 14th Floor
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 22, 2003, is made and executed between Dorothy E. Arbuthnot, a widow, whose address is 36 Sandalwood Lane, Barrington, IL 60010 (referred to below as "Grantor") and Harris Bank Palatine, N.A., whose address is 50 N. Brockway Street, Palatine, IL 60067 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 29, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 3, 2002 as Document #0020615863 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

THE SOUTH 204 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF LOT 10; LOT 27 (EXCEPT THE SOUTH 77 FEET AS MEASURED ON THE EAST LINE THEREOF) ALL IN LAGESCHULTE'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 200 Lageschulte Street, Barrington, IL 60010. The Real Property tax identification number is 01-02-202-012, 01-02-202-034 & 01-02-202-047

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 July 22, 2003 in the original principal amount of \$400,000.00, from Borrower to Lender, which contains a variable rate; and a second Promissory Note dated July 22, 2003 in the original principal amount of \$350,000.00, from Borrower to Lender, which has a fixed interest rate of 5.750%, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at not 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 \$750,000.00. All other terms and conditions remain the same.

DUPLICATE

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

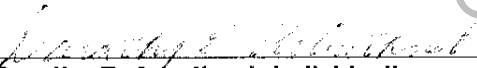
Loan No: 30117154

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 JULY 22, 2003.

GRANTOR:

X 
 Dorothy E. Arbuthnot, Individually

LENDER:

X 
 Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 30117154

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

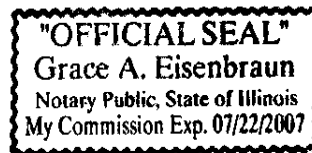
On this day before me, the undersigned Notary Public, personally appeared **Dorothy E. Arbuthnot**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 15th day of August, 2003

By Grace A. Eisenbraun Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7/22/2007



LENDER ACKNOWLEDGMENT

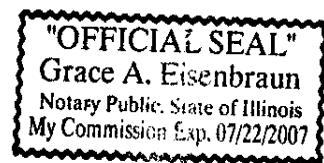
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 15th day of August, 2003 before me, the undersigned Notary Public, personally appeared James D. Brenner 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 Grace A. Eisenbraun Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7/22/2007



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 30117154

Page 4

LASER PRO Lending, Ver. 5.21.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2003. All Rights Reserved. - IL C:\CFILPL1G201FC TR-600 PR-17

Property of Cook County Clerk's Office

A large, stylized decorative flourish graphic consisting of several elegant, swirling lines that form a central vertical element with symmetrical, scroll-like flourishes extending outwards and upwards.