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Doc#: 0400540128
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 01/05/2004 02:17 PM Pg: 1 of 4

RECORDATION REQUESTED BY:
Harris Bank Roselle
110 E. Irving Park Road
Roselle, IL 60172

WHEN RECORDED MAIL TO:
Harris Bank Roselle
110 E. Irving Park Road
Roselle, IL 60172

FOR RECORDER'S USE ONLY

Real Estate Index R1070768

This Modification of Mortgage prepared by:

Jennifer Maddox, Documentation Specialist
Harris Bank Roselle
110 E. Irving Park Road
Roselle, IL 60172



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 12, 2003, is made and executed between Abraham S. Guizado and Nancy L. Guizado, whose address is 833 W. Parker Drive, Schaumburg, IL 60194; husband and wife (referred to below as "Grantor") and Harris Bank Roselle, whose address is 110 E. Irving Park Road, Roselle, IL 60172 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 21, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows

Recorded on September 17, 2003 as Document #0326040072 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 1091 IN STRATHMORE, SCHAUMBURG, UNIT 13, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 9/12/72 AS DOCUMENT NUMBER 22047860, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 833 W. Parker Drive, Schaumburg, IL 60194. The Real Property tax identification number is 07-16-311-022-0000

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 December 12, 2003 in the original principal amount of \$74,000.00 to Lender bearing a fixed interest rate together with all, modifications of, and substitutions for the Promissory Note; (2) 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 \$74,000.00. 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

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Loan No: 751530

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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 DECEMBER 12, 2003.

GRANTOR:

x Abraham S. Guizado
Abraham S. Guizado, Individually

x Nancy L. Guizado
Nancy L. Guizado, Individually

LENDER:

x [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

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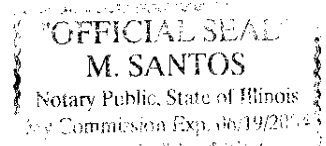
Loan No: 751530

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL _____)

COUNTY OF COOK _____)



On this day before me, the undersigned Notary Public, personally appeared **Abraham S. Guizado and Nancy L. Guizado, husband and wife**, 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 December, 2003.

By [Signature] Residing at HARRIS BANK

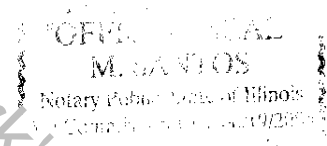
Notary Public in and for the State of IL

My commission expires 6-19-04

LENDER ACKNOWLEDGMENT

STATE OF IL _____)

COUNTY OF COOK _____)



On this 12TH day of December, 2003 before me, the undersigned Notary Public, personally appeared William H. Steppard and known to me to be the ASSISTANT 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 [Signature] Residing at HARRIS BANK

Notary Public in and for the State of IL

My commission expires 6-19-04

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MODIFICATION OF MORTGAGE

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