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RECORDATION REQUESTED BY:

Harris Bank  
Arlington-Meadows  
3225 Kirchoff Road  
Rolling Meadows, IL 60008

Doc#: 0411729163  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 04/28/2004 11:11 AM Pg: 1 of 4

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Isabel Ciccarelli, Documentation Specialist  
Harris Bank/BLST  
311 W. Monroe St.  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 30, 2004, is made and executed between Graham Hills and Linda M. Hills, his wife, in joint tenancy, whose address is 301 Harvey, Des Plaines, IL 60016 (referred to below as "Grantor") and Harris Bank Arlington-Meadows, whose address is 3225 Kirchoff Road, Rolling Meadows, IL 60008 (referred to below as "Lender").

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

Recorded on August 19, 2003 as Document #0323142438 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 7 IN BLOCK 17 IN BRANIGAR'S CUMBERLAND TERRACE, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 804435.

The Real Property or its address is commonly known as 301 Harvey, Des Plaines, IL 60016. The Real Property tax identification number is 09-18-105-007-0000

**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 March 30, 2004 in the original principal amount of \$160,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations 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 \$160,000.00. All other terms and conditions remain the same.

20X 333-CT

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## MODIFICATION OF MORTGAGE

(Continued)

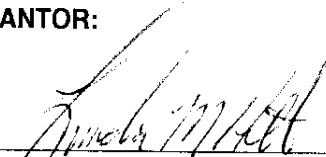
Loan No: 90011609

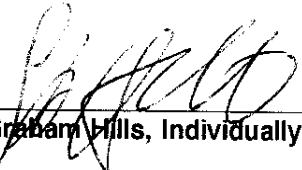
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**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by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

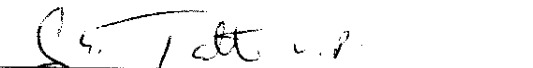
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 30, 2004.**

GRANTOR:

X   
 \_\_\_\_\_  
 Linda M. Hills, Individually

X   
 \_\_\_\_\_  
 Graham Hills, Individually

LENDER:

X   
 \_\_\_\_\_  
 Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 90011609

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
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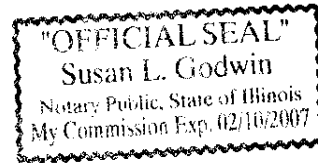
On this day before me, the undersigned Notary Public, personally appeared **Linda M. Hills and Graham Hills**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of March, 2004

By Susan L. Godwin Residing at Rolling Meadows

Notary Public in and for the State of Illinois

My commission expires 2-10-07



### LENDER ACKNOWLEDGMENT

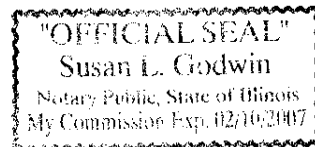
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 30th day of March, 2004 before me, the undersigned Notary Public, personally appeared Guy M. Tolustad 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 Susan L. Godwin Residing at Rolling Meadows

Notary Public in and for the State of Illinois

My commission expires 2-10-07



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 90011609

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