

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Harris Bank Palatine, N.A.  
50 N. Brockway Street  
Palatine, IL 60067



Doc#: 0513314101  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 05/13/2005 09:38 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

*CTIC NR*  
*H25 022535*

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Kenneth Benson, Documentation Specialist  
Harris Bank / BLST  
311 W. Monroe, 14th floor  
Chicago, IL 60606

*YC*

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated January 25, 2005, is made and executed between Klaus W. Voss and Susan Voss, whose address is 444 W. Wrightwood, Chicago, IL 60614 (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 January 10, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 02/22/2005 as Document # 0505346011 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:

PARCEL 1: UNIT 444-A IN THE 444 WEST WRIGHTWOOD CONDOMINIUMS, AS DELINEATED AND DEFINED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE NORTHEASTERLY 32.5 FEET OF LOTS 4 AND 41 AND THE NORTHEASTERLY 32.5 FEET OF THE SOUTHEASTERLY 12 FEET OF LOT 39 IN ANDREW SPOFFORD AND COLEHOOR'S SUBDIVISION OF BLOCK 1 (EXCEPT LOTS 1 AND 2) AND BLOCK 2 AND OUTLOT A IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 04002492, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, FOR INGRESS AND EGRESS, OVER "EASEMENT PARCEL NUMBER 2", AS SET FORTH IN THE DECLARATION OF CONDOMINIUM FOR 448 WEST WRIGHTWOOD CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94900876.

PARCEL 3: EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, FOR PARKING OVER "EASEMENT PARCEL NUMBER 4" AS SET FORTH IN THE DECLARATION OF CONDOMINIUM FOR 448 WEST WRIGHTWOOD CONDOMINIUM, RECORDED AS DOCUMENT NUMBER 94900876

BOX 334 CTI

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 30117454

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The Real Property or its address is commonly known as 444 W. Wrightwood, Unit A, Chicago, IL 60614.  
The Real Property tax identification number is 14-28-309-035-1001

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

This Modification of Mortgage reflects the following: (1) a Promissory Note dated January 10, 2005, in the original principal amount of \$1,000,000.00 from Borrower to Lender, bearing a fixed interest rate, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement, a Promissory Note dated January 10, 2005, in the original principal amount of \$176,328.18 to Lender, bearing a fixed interest rate, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement, a Promissory Note dated January 10, 2005 in the original principal amount of \$200,000.00 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; a Promissory Note dated January 10, 2005 in the original principal amount of \$200,000.00 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; and a Promissory Note dated January 25, 2005, in the original principal amount of \$550,000.00 from Borrower to Lender, bearing a fixed interest rate, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement. (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 \$2,126,328.18. 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 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 JANUARY 25, 2005.**

GRANTOR:

X


  
Klaus W. Voss

X


  
Susan Voss

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## MODIFICATION OF MORTGAGE

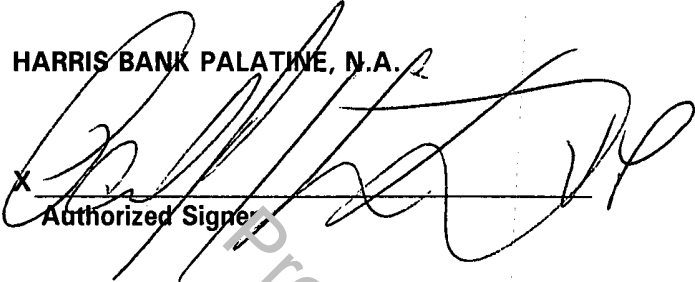
Loan No: 30117454

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LENDER:

HARRIS BANK PALATINE, N.A.

X 

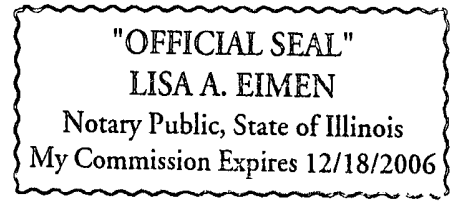
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

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) SS  
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On this day before me, the undersigned Notary Public personally appeared **Klaus W. Voss and Susan Voss**, 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 25<sup>th</sup> day of January, 2005.

By  Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 12/18/06

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 30117454

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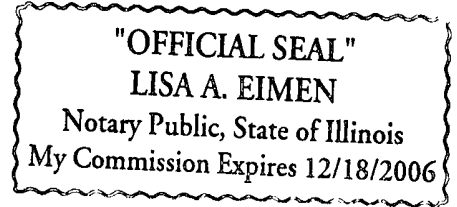
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### LENDER ACKNOWLEDGMENT

STATE OF IL

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COUNTY OF COOK



On this 25<sup>th</sup> day of January, 2005 before me, the undersigned Notary Public, personally appeared Paul Christian and known to me to be the VP 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 J. Eimen Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 12/18/06

COUNTY OF COOK Clerk's Office