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Doc#: 0523153048 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/19/2005 11:01 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Harris N.A./BLST
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

435848301 4/4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

P. Lundstrom, Documentation Specialist
Harris Bank/BLST
311 W. Monroe St., 14th Floor
Chicago, IL 60606-4684

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 8, 2005, is made and executed between William A. Tarsitano, an individual, whose address is 28 S. Wynstone Drive, North Barrington, IL 60010 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 29, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on July 23, 2004 as Document #0420511022 and Document #0420511023 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:

LOTS 106, 107 AND 108 IN ROBERT BARTLETT'S ARLINGTON CREST ESTATES, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 24 AND PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 728 S. Wilke Road, Palatine, IL 60067. The Real Property tax identification number is 02-24-407-020 (as to Lot 108 of Parcel 2); (02-24-407-055 (as to the North 1/2 of Lot 106 Parcel 2); 02-24-407-056 (as to the South 1/2 of Lot 106 Parcel 2); 02-24-407-057 (as to the North 1/2 of Lot 107 Parcel 2); & 02-24-407-058 (as to the South 1/2 of Lot 107 Parcel 2)

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 August 8, 2005 in the original principal amount of \$1,672,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of,

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

Loan No: 74764

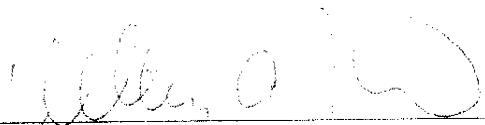
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modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$1,672,000.00; and (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Harris Bank Barrington, N.A., its successors and/or assigns. 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 AUGUST 8, 2005.

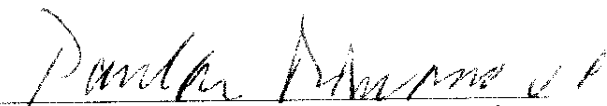
GRANTOR:

X 

 William A. Tarsitano

LENDER:

HARRIS N.A.

X 

 Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 74764

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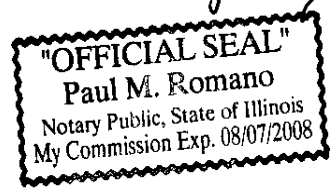
INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF McHenry)

On this day before me, the undersigned Notary Public, personally appeared **William A. Tarsitano**, 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 8th day of August, 2005.
 By Paul M. Romano Residing at Barrington IL

Notary Public in and for the State of IL
 My commission expires 08-07-08



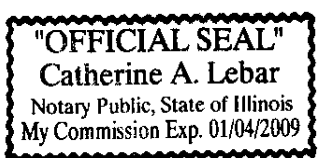
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF McHENRY)

On this 8th day of August, 2005 before me, the undersigned Notary Public, personally appeared Paul M. Romano and known to me to be the V.P., 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 Catherine A. Lebar Residing at Crystal Lake IL 60012
 Notary Public in and for the State of ILLINOIS

My commission expires 01-04-09



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MODIFICATION OF MORTGAGE (Continued)

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