#### **UNOFFICIAL COPY**

**RECORDATION REQUESTED BY:** 

HARRIS N.A.

111 W. MONROE STREET

P.O. BOX 755

CHICAGO, IL 60690

M198992

**Harris Consumer Lending** 

Center

3800 Golf Road Suite 300

P.O. Box 5041

Rolling Meadows, IL 60008

Doc#: 0526604019 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 09/23/2005 07:42 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

J.ALEXANDER

Harris Consumer Lending Center 3500 Golf Road Suite 300 P.O. Box 5003 Rolling Meadows, IL 60008

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 2, 2005, is made and executed between ISMAEL GUERRERO and MARIA ALICIA GUERRERO AKA ALICIA GUERRERO, his Wife, not as Joint Tenants or Tenants in Common but as Tenants by the Entirety (referred to belov, as "Grantor") and HARRIS N.A., whose address is 111 W. MONROE STREET, P.O. BOX 755, CHICAGO, IL \$0690 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 3, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED May 17, 2005 AS DOCUMENT NO.0513720045 IN Cook COUNTY, ILLINOIS RECORDS.

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

LOT 32 (EXCEPT THE SOUTH 8 FEET THEREOF) AND THE SOUTH 16 2/3 FEET OF LOT 33 IN BLOCK 1 IN ARCHER HEIGHTS A SUBDIVISION OF PART OF NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5233 S KOSTNER, Chicago, IL 60632. The Real Property tax identification number is 19-10-404-013

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

THE EQUITY LINE CREDIT AGREEMENT AND DISCLOSURE, AS DESCRIBED IN THE MORTGAGE STATED ABOVE, WITH A CREDIT LIMIT OF\$ 57, 569, AND A CURRENT BALANCE OF \$57,839.80 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$110,000.00.

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

0526604019 Page: 2 of 4

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### UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 6100198992 (Continued) Page 2

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 SEPTEMBER 2, 2005.

**GRANTOR:** 

X ISMAEL GUERRERO

MARIA ALICIA GUERRERO AKA ALICIA GUERRERO

**LENDER:** 

HARRIS N.A.

Authorized Signer

0526604019 Page: 3 of 4

# UNOFFICIAL CC MODIFICATION OF MORTGAGE (Continued)

Loan No: 6100198992

Page 3

INDIVIDUAL ACKNOWLEDGMENT		
COUNTY OF COOK.	)	
000	) SS	
COUNTY OF	_ )	
ALICIA GUERRERO AKA ALICIA GUERRERO, to n the Modification of Morryage, and acknowledged act and deed, for the uses and purposes therein n		uted tary
Given under my hand and official seal this	and day of September, 20 05	<u>_</u> .
By Alma Melani,	Residing at	
Notary Public in and for the State of	Linois	
My commission expires 10/5/00	"OFFICIAL SEAL"	
LENDER A	CKNOWLEDGMENT	
STATE OF		
COUNTY OF COOK.	) SS ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	
	0,	
acknowledged said instrument to be the free and the Lender through its board of directors or other.	before me, the undersigned No as a uez and known to me to be the barender that executed the within and foregoing instrument voluntary act and deed of the said Lender, only authorized erwise, for the uses and purposes therein mentioned, and secute this said instrument and that the seal affixed is	and d by d on
By Muly a Cons	Residing at 655 W COM	Kel
Notary Public in and for the State of	"OFFICIAL SEAL"	
My commission expires	Ruby A. Gonzalez Notary Public, State of Historis My Commission Exp. 12/04/2007	

0526604019 Page: 4 of 4

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Loan No: 6100198992 (Continued) Page 4

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