**UNOFFICIAL COPY** 

**RECORDATION REQUESTED BY:** 

HARRIS N.A.

111 W. MONROE STREET

P.O. BOX 755

CHICAGO, IL 60690

610021192/ 6100193493

WHEN RECORDED MAIL TO:

Harris Consumer Lending

Center

3800 Golf Road Suite 300

P.O. Box 5041

Rolling Meadows, IL 60008

Doc#: 0528504326 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 10/12/2005 12:28 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**G FORTE** 

Harris Consumer Lending Center 3800 Golf Road Suite 300 P.O. Box 5003

Rolling Meadows, IL 60008

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 22, 2075, is made and executed between VICTOR MARTINEZ, an Unmarried Individual (referred to below as "Grantor") and HARRIS N.A., whose address is 111 W. MONROE STREET, P.O. BOX 755, CHICAGO, IL 60690 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Merch 8, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED MARCH 18, 2005 AS DOCUMENT NO. 0507733185 IN COOK COUNTY, ILLINOIS RECORDS.

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

THE NORTH 4/5 OF LOT 42 AND LOT 43 (EXCEPT THE NORTH 1/5) IN BLOCK 11 IN IRA BROWN'S ADDITION TO PARK RIDGE A SUBDIVISION OF LOTS 13, 14 AND 15 IN ASSESSOR'S 7 VISION OF THE SOUTH WEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 109 N DELPHIA, Park Ridge, IL 60068. The Real Property tax identification number is 09-26-319-024.

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 \$160,800.00, AND A CURRENT BALANCE OF \$117,253.59 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$208,275.00.

**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 performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing

4

BOX 334 CTI

0528504326 Page: 2 of 4

MODIFICATION OF MORTGAGE

Loan No: 6100211931

(Continued)

Page 2

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 GRANTOP ACREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 22, 2005.

Mheele Unit Clart's Office

**GRANTOR:** 

LENDER:

HARRIS N.A.

0528504326 Page: 3 of 4

## **UNOFFICIAL COPY**

### MODIFICATION OF MORTGAGE

Loan No: 6100211931 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF ILLINOIS ) ) SS COUNTY OF COOK On this day before the, the undersigned Notary Public, personally appeared VICTOR MARTINEZ, 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. 22 day of SEPTEMBER , 20 05. Given under my hand and official seal this \_\_\_\_ Residing at PARK RIDGE Βv Notary Public in and for the State of VILINOIS "OFFICIAL SEAL" My commission expires \_ A. Tanada Notary Public, State of Illinois My Commission Exp. 04/27/2008 LENDER ACKNOWLEDGMENT STATE OF ILLINOIS COUNTY OF COOK On this 22 day of SEPTEMBER, 2005 before me, the undersigned Notary Public, personally appeared SANDRA MCNEELA and known to me to be the PEPSUNAL BANKEP, 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. Stille de MEKPIDGE Residing at Notary Public in and for the State of ILLINOIS My commission expires 04 27 2008 "OFFICIAL SEAL" A. Tanada Notary Public, State of Illinois My Commission Exp. 04/27/2008

0528504326 Page: 4 of 4

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued) Page 4 Loan No: 6100211931

Property of Cook County Clerk's Office