UNOFFICIAL COPY

RECORDATION REQUESTED BY:

HARRIS N.A. 111 W. MONROE STREET P.O. BOX 755 CHICAGO, IL 60690

WHEN RECORDED MAIL TO:

Harris Consumer Lending
Center
3800 Golf Road Suite 300
P.O. Box 5041
Rolling Meadows, IL 60008



Doc#: 0531304152 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 11/09/2005 11:03 AM Pg: 1 of 4

H25046652

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

S.DELLENBACH
Harris Consumer Lending Center
3800 Golf Road Suite 300 P.C. Fox 5003
Rolling Meadows, IL 60008

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 12 2005, is made and executed between ANDREW C GIGLIO and NANCY GIGLIO, Husband and Wife (referred to below as "Grantor") and HARRIS N.A., whose address is 111 W. MONROE STREET, P.O. BOX 755, CHICAGO in 60690 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage usted June 24, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED July 2, 2004 AS DOCUMENT NO.0418435192 IN Cook COUNTY, ILLINOIS RECORDS.

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

LOT 722 IN STRATHMORE SCHAUMBURG; UNIT 8, BEING A SUBDIVISION OF PARTS OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1971 AS DOCUMENT 21469629, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 209 ELLINGTON DR, Schaumburg, IL 60194. The Real Property tax identification number is 07-20-208-044.

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\$ 25,000.00, AND A CURRENT BALANCE OF \$0.00 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$125,000.00.

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

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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 OCTOBER 12, 2005.

Cook Colling Clark's Office

GRANTOR:

ANDRÉW C GIGLIO

NANCY GIGLIO

LENDER:

HARRIS N.A.

Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 6100170443 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF $\frac{I/(inois)}{County of Cook}$)) SS On this day before me, the undersigned Notary Public, personally appeared ANDREW C GIGLIO and NANCY GIGLIO, 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 mantioned. Residing at 2401 W Schaumburg Ad Notary Public in and for the State of "OFFICIAL SEAL" Kevin Mitchell My commission expires Notary Public, State of Illinois My Commission Exp. 09/10/2008 LENDER ACKNOWLEDGMENT COUNTY OF _ COOK , 2005 before ine, the undersigned Notary Public, personally appeared Nancy Ventrella and known to me to be the POPSONO/ Hanker, authorized agent for the Lender that executed the within and longoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lendor, 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. Residing at 2401 W. 5 chambag Lo Notary Public in and for the State of <u>Julino19</u> My commission expires $\frac{\partial 9/10/2008}{\partial 9/10/2008}$ "OFFICIAL SEAL" Kevin Mitchell Notary Public, State of Illinois My Commission Exp. 09/10/2008

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UNOFICATION OF MORTGAGE OPY

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Proporty or Cook County Clerk's Office