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RECORDATION REQUESTED BY:

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

50030461

WHEN RECORDED MAIL TO:

Harris Consumer Lending Center 3800 Golf Road Suite 300 P.O. Box 5041 Rolling Meadows, IL 60008 9500-35-181

Doc#: 0600935101 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 01/09/2006 08:04 AM Pg: 1 of 4

H25052622

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 November 26, 20°5, is made and executed between JOSEPH N. DE FALCO and GINGER M. DE FALCO, AS TENANTS BY THE LN IRETY (referred to below as "Grantor") and HARRIS N.A., whose address is 111 W. MONROE STREET, P.O. BOY, 755, CHICAGO, IL 60690 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Marco 5, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED March 20, 2003 AS DOCUMENT NO.0030383499 IN Cook COUNTY, ILLINOIS RECORDS.

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

LOT 11 IN WESTERN TERRACES ESTATES, BEING A RESUBDIVISION OF SUNDRY LOTS AND BLOCKS IN PROVISO MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2301 WESTWOOD DR, Hillside, IL 60162. The Real Property tax identification number is 15-29-102-028.

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 \$93,750.00, AND A CURRENT BALANCE OF \$25,082.50 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$100,000.00.

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

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MODIFICATION OF MORTGAGE (Continued)

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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 NOVEMBER 26, 2005.

204 COUNTY CLOPA'S OFFICE

GRANTOR:

JOSEPH N. DE FALCO

GINGER M. DE FALCO

LENDER:

HARRIS N.A.

Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued) Loan No: 50030461 Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF)) SS COUNTY OF) On this day before me, the undersigned Notary Public, personally appeared JOSEPH N. DE FALCO and GINGER M. DE FALCO, 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. Residing at NSOO ... Comak ha Notary Public in and for the State of OFFICIAL SEAL My commission expires \\ \times \\ \lambda \ Neslihan Sarac Notary Public, State of Illinois My Commission Exp. 04/08/2009 LENDER ACKNOWLEDGMENT STATE OF Esteban Cervantes Notary Public, State of Illinois My Commission Exp. 04/08/2009 COUNTY OF before me, the undersigned Notary _ day of __ Public, personally appeared Nestinan Sarra and known to me to be the Senior Personal banker., 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. _____ Residing at 10500 N Cerry KD. Notary Public in and for the State of _____ My commission expires <u>64 88 2009</u>

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MODIFICATION OF MORTGAGE (Continued)

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Property or Cook County Clerk's Office