

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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

6100149072

WHEN RECORDED MAIL TO:

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



Doc#: 0601104065 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/11/2006 10:35 AM Pg: 1 of 5

Handwritten initials and number:
H 25053340

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 3, 2005, is made and executed between NICOLAS DIAZ and LILIANA OROPEZA, N/K/A LILIANA DIAZ, his Wife as Joint Tenants (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 May 12, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED June 10, 2003 AS DOCUMENT NO.0316133273 IN Cook COUNTY, ILLINOIS RECORDS.

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

LOT 5 IN BLOCK 11 IN WILLIAM A BOND AND COMPANY'S ARCHER HOME ADDITION, BEING A RESUBDIVISION OF BLOCKS 1 TO 16 INCLUSIVE, IN WILLIAM A BOND'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 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 4912 S KARLOV, Chicago, IL 60632. The Real Property tax identification number is 19-10-221-025.

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 \$ 45,000.00, AND A CURRENT BALANCE OF \$43,940.77 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$75,000.00 .

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

BOX 334 CTI

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 6100149072

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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 endorser 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 DECEMBER 3, 2005.

GRANTOR:

X


 NICOLÁS DIAZ

X


 LILIANA OROPEZA, N/K/A LILIANA DIAZ

LENDER:

HARRIS N.A.

X


 Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 6100149072

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

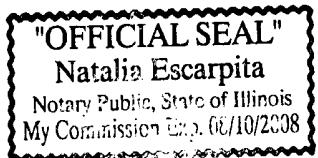
On this day before me, the undersigned Notary Public, personally appeared **NICOLAS DIAZ** and **LILIANA OROPEZA, N/K/A LILIANA DIAZ**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3 day of Dec, 2005.

By Natalia Escarpita Residing at Chicago

Notary Public in and for the State of IL

My commission expires 8/10/2008



LENDER ACKNOWLEDGMENT

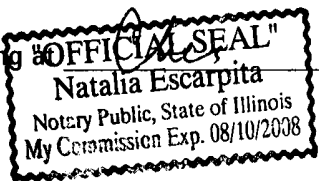
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 3 day of Dec, before me, the undersigned Notary Public, personally appeared NICOLAS DIAZ and known to me to be the _____, 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 Natalia Escarpita Residing at Chicago

Notary Public in and for the State of IL

My commission expires 8/10/2008



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MODIFICATION OF MORTGAGE

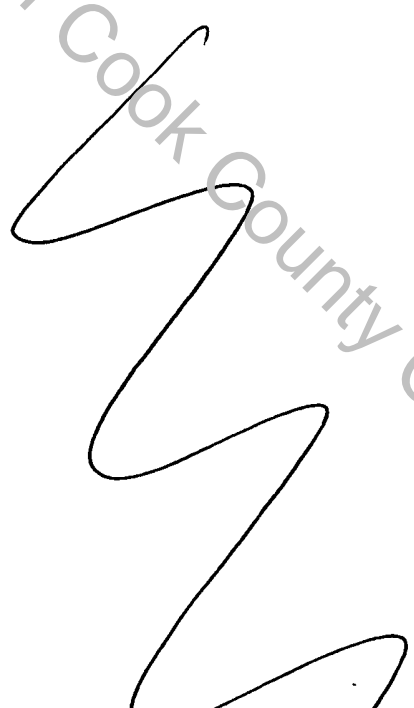
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CUSTOMER NAME: NICOLAS DIAZ LOAN ACCOUNT NUMBER 6100149072

LENDER ACKNOWLEDGEMENT

STATE OF IL)
) SS
COUNTY OF COOK)

On this 9 day of Dece, 2005 before me, the undersigned Notary Public, personally appeared Natalia ESCARPITA and known to me to be the ASSISTANT BRANCH MANAGER 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 Georgene J. Pierce Residing at 6400 A Pulaski

Notary Public in and for the State of Illinois

Notary Stamp

My commission expires 4-10-2006

Georgene J. Pierce
Notary Public, State of Illinois
Commission Exp. 04/10/2006

COOK County Clerk's Office