

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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

6100184322

WHEN RECORDED MAIL TO:

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



Doc#: 0601233066 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/12/2006 07:58 AM Pg: 1 of 4

CTF 1/12  
H25055304

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

M. GUTIERREZ  
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 December 8, 2005, is made and executed between MARY FILLIPP and JOHN FILLIPP, HER HUSBAND (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 January 14, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED JANUARY 28, 2005 AS DOCUMENT NO. 0502805107 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 579 IN TIMBERCREST WOODS UNIT NUMBER 8-A, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 435 REDWOOD LN, Schaumburg, IL 60193. The Real Property tax identification number is 07-28-214-015.

**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 \$ 100,000.00, AND A CURRENT BALANCE OF \$99,823.00 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$150,000.00 .

**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 DECEMBER 8, 2005.**

GRANTOR:

X Mary Fillipp  
MARY FILLIPP

X John Fillipp  
JOHN FILLIPP

LENDER:

HARRIS N.A.

X Teresa Chalilman  
Authorized Signer

TERESA CHALILMAN

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Loan No: 6100189322

(Continued)

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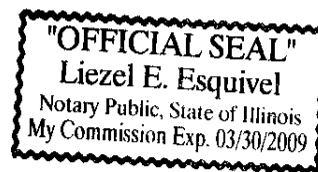
**INDIVIDUAL ACKNOWLEDGMENT**STATE OF ILLINOIS

)

) SS

COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **MARY FILLIPP and JOHN FILLIPP**, 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 8<sup>th</sup> day of DECEMBER, 2008.

By

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

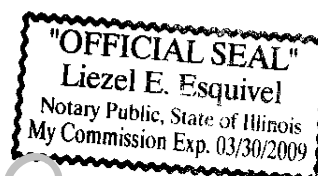
**LENDER ACKNOWLEDGMENT**STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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On this 8<sup>th</sup> day of DECEMBER, 2008 before me, the undersigned Notary Public, personally appeared TERESA CHOLIKIAN and known to me to be the 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.

By

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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California Geological Survey, 2001. *California Earthquake Catalog, 1900-2000*. At Request Received. P. P. The Department of Geology, University of California, Berkeley, CA 94720-1310. PH 26

A large, dark, scribbled-out mark, possibly a signature or a large 'X', covering the center of the page. The scribble is composed of multiple overlapping, thick black lines that form a complex, tangled shape. It is positioned in the center of the page, partially obscuring the diagonal watermark text. The watermark text, 'Property of Cook County Clerk's Office', is written in a light gray, sans-serif font and runs diagonally from the top-left corner to the bottom-right corner. The background is white.