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Doc#: 0601235006 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/12/2008 07:04 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

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

6100161558
WHEN RECORDED MAIL TO:

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

H25056620

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Kimberly Fukai
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 16, 2003, is made and executed between **ROBERT GRACA and MALGORZATA GRACA, HUSBAND AND WIFE IN JOINT TENANCY** (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 March 20, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED APRIL 5, 2004 AS DOCUMENT NO.0409604164 IN COOK COUNTY ILLINOIS RECORDS.

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

LOT 36 IN BELWOOD SUBDIVISION OF PART OF THE SOUTH 20 ACRES OF THE SOUTH WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3120 BELLWOOD LANE, Glenview, IL 60025. The Real Property tax identification number is 04-28-404-012-0000.

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 \$73,544.65 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$151,560.00 .

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

BOX 334 CTI

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

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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 16, 2005.

GRANTOR:

x Robert Graca
ROBERT GRACA

x Margorzata Graca
MARGORZATA GRACA

LENDER:

HARRIS N.A.

x Simon Cattalano
Authorized Signer

Property of Cook County Clerk's Office

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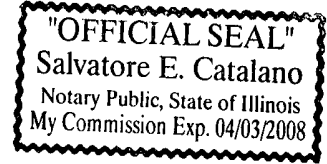
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **ROBERT GRACA** and **MALGORZATA GRACA**, 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 16th day of December, 2005.

By Salvatore E. Catalano Residing at Chicago, Illinois

Notary Public in and for the State of ILLINOIS

My commission expires 4/3/2008

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

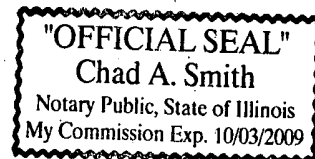
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) SS
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On this 16th day of December, 2005 before me, the undersigned Notary Public, personally appeared Simon Catalano and known to me to be the Branch Manager, authorized agent for the Lender that 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 Chad A. Smith Residing at Chicago, Illinois

Notary Public in and for the State of ILLINOIS

My commission expires 10/3/2009



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MODIFICATION OF MORTGAGE

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