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0603142174

RECORDATION REQUESTED BY:

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

10305283

Doc#: 0603142174 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/31/2008 10:14 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

*Handwritten signature and number*  
#25056179

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

J STUDZINSKI  
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 23, 2005, is made and executed between HARRIS N.A. AS SUCCESSOR TRUSTEE TO HARRIS BANK HINSDALE U/T/A DATED 02/14/92, AND KNOWN AS NO. L-3028 (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 February 19, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED March 26, 1999 AS DOCUMENT NO. 99293634 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 8 IN SHELLENE HIGHLANDS, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 509 Highland Rd, Hinsdale, IL 60521. The Real Property tax identification number is 18-06-323-001-0000.

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 \$ 75,000.00, AND A CURRENT BALANCE OF \$44,906.21 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$250,000.00.

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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## MODIFICATION OF MORTGAGE

Loan No: 10305283

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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 23, 2005.**

**GRANTOR:**

**AN EXCULPATORY PROVISION RESTRICTING ANY LIABILITY ON THE PART OF THE TRUSTEE IS ATTACHED HERETO AND INCORPORATED HEREIN.**

**HARRIS NA AS SUCCESSOR TRUSTEE TO HARRIS BANK HINSDALE U/T/A DATED 02/14/92 AND KNOWN AS NO. L-3028**

By: Shirley M. Nolan, DPL/ET  
Authorized Signer for HARRIS NA AS SUCCESSOR TRUSTEE TO HARRIS BANK HINSDALE U/T/A DATED 02/14/92 AND KNOWN AS NO. L-3028

By: \_\_\_\_\_  
Authorized Signer for HARRIS NA AS SUCCESSOR TRUSTEE TO HARRIS BANK HINSDALE U/T/A DATED 02/14/92 AND KNOWN AS NO. L-3028

**LENDER:**

**HARRIS N.A.**

X [Signature]  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 10305283

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Deu Page )

On this 28<sup>th</sup> day of December, 2005, before me, the undersigned Notary Public, personally appeared Shirley M. Nolan, AOP/ET at Herk Co. N.Y.

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 04/11/08



County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 10305283

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DePage )

On this 28th day of December, 2005 before me, the undersigned Notary Public, personally appeared Peter Pranita and known to me to be the Lender, 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 [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 04/11/08



DePage County Clerk's Office

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## EXCULPATORY

This document is made and executed by Harris N.A., as Land Trustee, and is accepted upon the express understanding and Agreement of the parties hereto that Harris N.A., enters into the same not personally, but only as such Trustee, and that, anything herein to the contrary notwithstanding, each and all of the indemnities, representations, warranties, covenants, agreements and undertakings herein contained are intended not as the personal indemnities representations, warranties, covenants or undertakings of Harris N.A., or for the purpose of binding Harris N.A., personally, but are made and intended for the purpose of binding only that portion of the trust property described herein, and this document is executed and delivered by Harris N.A. not in its own right, but solely at the direction of the party having power of direction over the trust and in the exercise of the powers conferred upon Harris N.A. as such Trustee, and that no personal liability is assumed by, nor shall be asserted against, Harris N.A. or its agents or employees because or on account of its making or executing this document or on account of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained including, but not limited to any liability for violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. As amended or any other municipal, county, state or federal laws, ordinances, codes or regulations pertaining to the trust property or in the use and occupancy thereof, all such liability, if any being expressly waived and released. It is further understood and agreed that Harris N.A. individually, or as Trustee shall have no obligation to see to the performance or non-performance of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, and shall not be liable for any action or non-action taken in violation there. It is further provided, however, that this paragraph shall not impair the enforceability, or adversely affect the obligations, of any other signatories hereto or under any separate instrument of adoption or guarantee or otherwise impair the validity of any indebtedness evidenced or secured by this document except as expressly set forth.

Harris N.A. as Trustee under Trust No. 1-3028

By: Shirley M. [Signature]  
Assistant Vice President/Land Trust Officer