

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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

6100176668

WHEN RECORDED MAIL TO:

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



Doc#: 0604746040 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/16/2006 08:11 AM Pg: 1 of 5

H/25061325

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 January 23, 2006, is made and executed between FIRST NATIONAL BANK OF LAGRANGE AS SUCCESSOR TRUSTEE, not personally but as Trustee on behalf of FIRST NATIONAL BANK OF LAGRANGE TRUST # 158 DTD 02/16/1988 (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 August 12, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED AUGUST 26TH, 2004 AS DOCUMENT NO.0423933143 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 6 IN BLOCK 2 IN THE THIRD ADDITION TO ROOSEVELT PARK, A SUBDIVISION OF THE EAST PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF OGDEN AVENUE, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1921 AS DOCUMENT NO. 7122810, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4110 Sunnyside AVE, Brookfield, IL 60513. The Real Property tax identification number is 18-03-218-029.

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 \$ 207,150.00, AND A CURRENT BALANCE OF \$0.00 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$238,201.00 .

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MODIFICATION OF MORTGAGE

Loan No: 6100176668

(Continued)

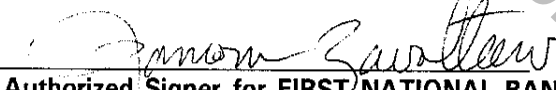
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CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender 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 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 JANUARY 23, 2006.

GRANTOR:

FIRST NATIONAL BANK OF LAGRANGE TRUST # 158 DTD 02/16/1988

By: 
 Authorized Signer for **FIRST NATIONAL BANK OF LAGRANGE TRUST # 158 DTD 02/16/1988**

FIRST NATIONAL BANK OF LAGRANGE AS SUCCESSOR TRUSTEE, not personally but as Trustee under that certain trust agreement dated 02-16-1988 and known as **FIRST NATIONAL BANK OF LAGRANGE TRUST # 158 DTD 02/16/1988**.

RIGHTS ATTACHED TO THIS INSTRUMENT
 EXPRESSLY WAIVED BY SIGNER

By: 
 Authorized Signer for **FIRST NATIONAL BANK OF LAGRANGE AS SUCCESSOR TRUSTEE**

By: 
 Authorized Signer for **FIRST NATIONAL BANK OF LAGRANGE AS SUCCESSOR TRUSTEE**

LENDER:

HARRIS N.A.

x 
 Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this 24th day of JANUARY, 2006 before me, the undersigned Notary Public, personally appeared RAMONA ZAVATTARO, VICE PRESIDENT AND CRAIG FINCK, VICE PRESIDENT OF THE FIRST NATIONAL BANK OF LAGRANGE

, 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 *Rita Phillip* Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 5-20-06



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

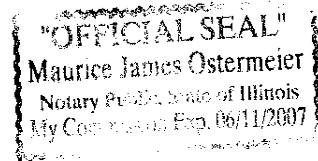
STATE OF ILLINOIS)
) SS
 COUNTY OF LAUREL)

On this 23rd day of JANUARY, 2006 before me, the undersigned Notary Public, personally appeared DELIA MACUNAY and known to me to be the AGENT, 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 Mona R. [Signature] Residing at ROSEMONT ILLINOIS 60012

Notary Public in and for the State of ILLINOIS

My commission expires 6-11-2007



OFFICE OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

EXCULPATORY RIDER

This instrument is executed by the First National Bank of LaGrange as Trustee under the provisions of a Trust Agreement dated 2/16/1988 and known as Trust no. 158 not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and First National Bank of LaGrange warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding First National Bank of LaGrange, in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the First National Bank of LaGrange on account of any representations, warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or state Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any part to enforce the personal liability of any other party to this instrument.