

# UNOFFICIAL COPY

8

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



Doc#: 0608246086 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/23/2006 09:46 AM Pg: 1 of 4

60100192857  
WHEN RECORDED MAIL TO:  
Harris Consumer Lending  
Center  
3800 Golf Road Suite 300  
P.O. Box 5041  
Rolling Meadows, IL 60008

H25064388

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 February 13, 2006, is made and executed between MARTIN O'MALLEY and SHARON O'MALLEY, HIS WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY (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 4, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED MARCH 16, 2005 AS DOCUMENT NO.0507504163 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 12 IN BLOCK 33 IN FREDERICK H. BARTLETT'S THIRD ADDITION TO BARTLETT HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 7, 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 5434 S SAYRE AVE, CHICAGO, IL 60638. The Real Property tax identification number is 19-07-326-028.

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 \$ 50,000.00, AND A CURRENT BALANCE OF \$0.00 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$127,633.00 .

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

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 6100192857

(Continued)

Page 2

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 FEBRUARY 13, 2006.**

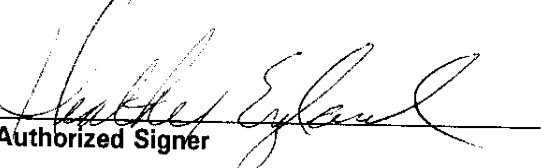
GRANTOR:

X   
MARTIN O'MALLEY

X   
SHARON O'MALLEY

LENDER:

HARRIS N.A.

X   
Authorized Signer

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Jan No: 6100192857

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **MARTIN O'MALLEY and SHARON O'MALLEY**, 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 13 day of February, 2006.

By Heather England Residing at Orland Park

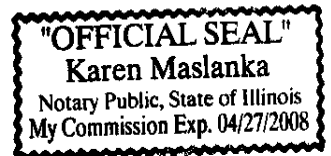
Notary Public in and for the State of Illinois

My commission expires 12/21/2008

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 13<sup>th</sup> day of February, 2006 before me, the undersigned Notary Public, personally appeared Heather England and known to me to be the SR. 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 Karen Maslanka Residing at Orland Park

Notary Public in and for the State of Illinois

My commission expires 4/27/08

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 6100192857

LASER PRO Lending, Ver. 5.28.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - IL P:\Harland\harris1\CFI\LPL\G201.FC TR-1377544 PR-25

Property of Cook County Clerk's Office