

# UNOFFICIAL COPY



Doc#: 0608905181 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/30/2006 12:50 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
Harris N.A./BLST  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

8246454 J1 1/1

This Modification of Mortgage prepared by:  
Carmen Palacios, Documentation Specialist  
Harris N.A., BLST  
311 W. Monroe, 14th Floor  
Chicago, IL 60606-4684

## MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated February 28, 2006, is made and executed between James R. Estes and Linda S. Estes, Husband and Wife, Not As Joint Tenants Or As Tenants in Common But As Tenants By The Entirety, whose address is 235 Lincoln Drive, Glencoe, IL 60022 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 24, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 10, 2005 as Document #0501002346 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

PARCEL 1:

THE EASTERLY 1/2 OF LOT 15 IN MACDONALD'S SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT RECORDED SEPTEMBER 10, 1912 AS DOCUMENT 5040120 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WESTERLY 1/2 OF LOT 15 IN MACDONALD'S SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT RECORDED SEPTEMBER 10, 1912 AS DOCUMENT 5040120 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 235 and 239 Lincoln Drive, Glencoe, IL 60022. The Real Property tax identification number is 05-06-406-016-0000 and 05-06-406-017-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

**BOX 333-CTI**

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## MODIFICATION OF MORTGAGE

Loan No: 59953

(Continued)

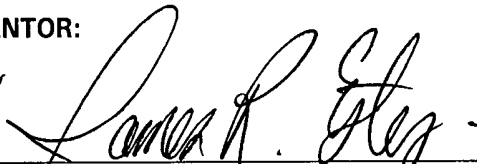
Page 2

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated February 28, 2006 in the original principal amount of \$1,645,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$1,645,000.00; and (3) to amend the name of Lender to read as follows: Harris N.A., Formerly Known as Harris Bank Glencoe-Northbrook, N.A., its successors and/or assigns.

**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 endorser 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 28, 2006.**

GRANTOR:

X   
James R. Estes

X   
Linda S. Estes

LENDER:

HARRIS N.A.

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 59953

(Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

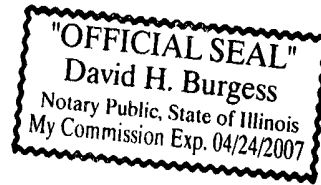
On this day before me, the undersigned Notary Public, personally appeared **James R. Estes and Linda S. Estes**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28<sup>th</sup> day of February, 2006.

By David H. Burgess Residing at Glencoe, IL

Notary Public in and for the State of Illinois

My commission expires 4/24/07



### LENDER ACKNOWLEDGMENT

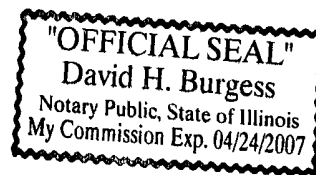
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 28<sup>th</sup> day of February, 2006 before me, the undersigned Notary Public, personally appeared Laurence C. Padgugani and known to me to be the Senior Vice President, 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 David H. Burgess Residing at Glencoe, IL

Notary Public in and for the State of Illinois

My commission expires 4/24/07



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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 59953

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