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Doc#: 0608917036 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/30/2006 12:50 PM Pg: 1 of 5



WHEN RECORDED MAIL TO:



Garrison, Maria

Record and Return To:  
United General Title Ins  
Fiserv-27 Inwood Road  
Rocky Hill, CT 06067

Parcel: 17-08-329-023-1046

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

DARLA NEVILLE  
Bank of America, N.A.  
FL2-002-01-02 6700 LAKEVIEW CENTER DR  
TAMPA, FL 33619-0000

TP4 2 44330 26

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 10, 2006, is made and executed between MARIA GARRISON, AN UNMARRIED PERSON (referred to below as "Grantor") and Bank of America, N.A., whose address is 100 North Tryon Street, Charlotte, NC 28255 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 25, 2004 (the "Mortgage") which has been recorded in COOKE County, State of Illinois, as follows:

RECORDED DATE 10/13/2004 DOC #0428715006.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification, as if fully set forth herein.

Mail tax statements to:

The Real Property or its address is commonly known as 1260 W WASHINGTON BLVD APT 508, CHICAGO, IL 60607-1966.

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

INCREASED FROM 50,000 TO 60,000 NEW MATURITY DATE 03/10/2031.

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

SY  
P5  
MY  
BMP  
SO

425/

\$ 10,000 - NEW MONEY

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Loan No: 68951001334699

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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.

**MISCELLANEOUS**. The Mortgage or Deed of Trust and all other documents held or maintained by Lender in connection with the Mortgage or Deed of Trust (and any prior renewal/extension/modification/consolidation thereof) have been properly perfected and are fully enforceable in strict accordance with the terms thereof. Any consent to jurisdiction previously executed by Grantor shall unconditionally be fully effective and fully extend to this Modification and any document executed in conjunction herewith. To the extent that any provision of this Modification conflicts with any term or condition set forth in the Mortgage or Deed of Trust, or any agreement or security document executed in conjunction herewith, the provision of this Modification shall supercede and control. Grantor acknowledges and agrees that, as of the date of this Modification, the Mortgage or Deed of Trust is fully enforceable in strict accordance with the terms thereof, and there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to enforcement of the Mortgage or Deed of Trust or the Note or Credit Agreement. This Modification has been duly executed by Grantor under seal. Grantor acknowledges receiving a full and completed copy of this Modification (regardless whether Grantor's signature appears on the copy). "Grantor" means, jointly and severally, each person who executed or executes the Mortgage or Mortgage Modification or Deed of Trust or Deed of Trust Modification. **Any litigation arising out of or relating to this Modification or the Note or Credit Agreement shall be commenced and conducted in the courts and in the States as specified in the Mortgage or Deed of Trust. Grantor hereby waives the right to trial by jury in any action brought on this Modification or on any other matter arising in connection with this Modification or the Note or Credit Agreement.**

**NONTITLED SPOUSES AND NON-BORROWER GRANTORS.** Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the Indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 10, 2006.**

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## MODIFICATION OF MORTGAGE

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**GRANTOR:**

X Maria Garrison  
MARIA GARRISON

**LENDER:**

BANK OF AMERICA N.A.

X John A. [Signature]  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

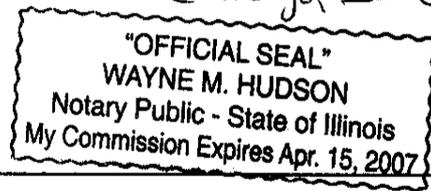
On this day before me, the undersigned Notary Public, personally appeared **MARIA GARRISON**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of March, 2006.

By Wayne M. Hudson Residing at Fifth Third Bank, Cook Ct.  
233 S. Wacker Dr.  
Chicago, IL 60606

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE

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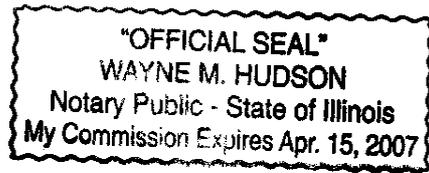
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 10th day of March, 2006 before me, the undersigned Notary Public, personally appeared Sharon A. Mitchell and known to me to be the Officer, 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 Wayne M. Hudson Residing at Cook County  
 Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



Cook County Clerk's Office

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## SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS, TO WIT:

A PARCEL OF LAND LOCATED IN THE STATE OF IL, COUNTY OF COOK, WITH A SITUS ADDRESS OF 1260 W WASHINGTON BLVD APT 508, CHICAGO IL 60607-1966 C042 CURRENTLY OWNED BY GARRISON MARIA J & HAVING A TAX ASSESSOR NUMBER OF 17-08-329-023-1046 .

PARCEL ID: 17-08-329-023-1046

PROPERTY KNOWN AS: 1260 W WASHINGTON BLVD APT 508

Cook County Clerk's Office