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Doc#: 0617146110 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/20/2006 09:02 AM 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

H24037587

This Modification of Mortgage prepared by
David Clark, Documentation Specialist
Harris Bank/BLST
311 W. Monroe St., 14th Floor
Chicago, IL 60606-4684

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 25, 2006 is made and executed between Theofanis Lazarikos, as Trustee of the Theofanis Lazarikos Revocable Living (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 October 4, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on October 19, 2004 as Document #0429333022 and Document #0429333023 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:

LOTS 12, 13, 14, AND 15 IN GEORGE F. NIXON AND COMPANY'S WESTCHESTER, A SUBDIVISION (EXCEPT RAILROAD) IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10311 W. Roosevelt Road, Westchester, IL 60154. The Real Property tax identification number is 15-21-100-014-0000 (Parcel 1), 15-21-100-015-0000 (Parcel 2), 15-21-100-016-0000 (Parcel 3), 15-21-100-017-0000 (Parcel 4).

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated May 25, 2006 in the original principal amount of \$610,000.00 to Lender bearing a fixed interest rate 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 \$610,000.00; and (3) to amend the name of Lender to read as follows:

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(Continued)**

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Harris N.A., as Successor by Merger with Harris Bank Joliet, 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 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 MAY 25, 2006.

GRANTOR:

THEOFANIS LAZARIKOS REVOCABLE LIVING TRUST DATED AUGUST
22, 2002

By:


Theofanis Lazarikos, Trustee of Theofanis Lazarikos Revocable
Living Trust dated August 22, 2002

LENDER:

HARRIS N.A.

x 
Authorized Signer

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LENDER ACKNOWLEDGMENT

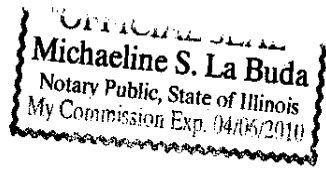
STATE OF Ill)
) SS
 COUNTY OF Will)

On this 30th day of July, 2006 before me, the undersigned Notary Public, personally appeared Bruce Wolfensberger and known to me to be the 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 Michaeline La Buda Residing at Apartment 11

Notary Public in and for the State of Ill

My commission expires 4-16-10



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TRUST ACKNOWLEDGMENT

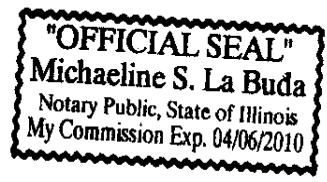
STATE OF Ill)
) SS
 COUNTY OF Will)

On this 30th day of May, 2006 before me, the undersigned Notary Public, personally appeared **Theofanis Lazarikos, Trustee of Theofanis Lazarikos Revocable Living Trust dated August 22, 2002**, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Michaeline La Buda Residing at Joliet, Ill

Notary Public in and for the State of Ill

My commission expires 4-6-06 4-6-10



County Clerk's Office