

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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

205078

WHEN RECORDED MAIL TO:

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



Doc#: 0619408102 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/13/2006 01:20 PM Pg: 1 of 4

CT H 20084539

This Modification of Mortgage prepared by:

Vimala Murthy  
Harris Consumer Lending Center  
3800 Golf Road Suite 300 P.O. Box 5003  
Rolling Meadows, IL 60008

CTIC-HE

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 16, 2003, is made and executed between ROBERTO MENDEZ and OFELIA MENDEZ, Husband and Wife (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 October 23, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**RECORDED 11-10-2003 AS DOCUMENT NO.0331429092 IN Cook COUNTY, ILLINOIS RECORDS.**

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

LOT 44 IN THE SUBDIVISION OF BLOCK 15 OF STEWARD'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 1, 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 4410 S TROY ST, Chicago, IL 60632. The Real Property tax identification number is 19-01-309-029-0000.

**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 \$ 17,000, AND A CURRENT BALANCE OF \$14,198.64 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$63,053 .**

**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

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE****(Continued)**

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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 JUNE 16, 2006.**

GRANTOR:

x ROBERTO MENDEZ  
ROBERTO MENDEZ

x OFELIA MENDEZ  
OFELIA MENDEZ

LENDER:

HARRIS N.A.

x Mark Gunt  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

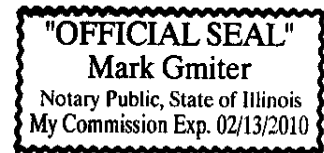
On this day before me, the undersigned Notary Public, personally appeared **ROBERTO MENDEZ and OFELIA MENDEZ**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for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

Given under my hand and official seal this 16 day of June, 2006.

By Mark Gmitter Residing at Northbrook

Notary Public in and for the State of Illinois

My commission expires 2/13/10



### LENDER ACKNOWLEDGMENT

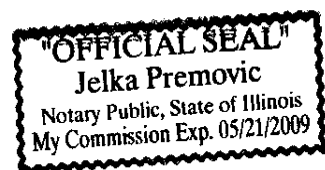
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 16 day of June, 2006 before me, the undersigned Notary Public, personally appeared MARK GMITER and known to me to be the Senior Personal 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 Jelka Premovic Residing at Northbrook

Notary Public in and for the State of Illinois

My commission expires 05/21/2009



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## MODIFICATION OF MORTGAGE (Continued)

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