

# UNOFFICIAL COPY

425094167

**WHEN RECORDED MAIL TO:**

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



Doc#: 0624208004 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/30/2006 07:41 AM Pg: 1 of 4

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

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 14, 2006, is made and executed between Thomas J. Duggan and Patricia Duggan, his wife, not in tenancy in common but in joint tenancy, whose address is 4525 West 149th Street, Midlothian, IL 60445 (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 September 9, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage recorded on October 1, 1996 as Document #96745399 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:

LOT 1 IN MALONEY'S RESUBDIVISION OF LOT 1 IN DUSKIN'S SUBDIVISION BEING A SUBDIVISION OF BLOCK 11 AND THE WEST 33 FEET OF BLOCK 6 IN FIRST ADDITION TO MIDLOTHIAN GARDENS BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 14532 Killbourne Avenue, Midlothian, IL 60445. The Real Property tax identification number is 28-10-122-018-0000.

**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 June 14, 2006 in the original principal amount of \$140,000.00 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 \$140,000.00; (3) to amend the name of Lender to read as

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## MODIFICATION OF MORTGAGE

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follows: Harris N.A., as Successor by Merger with NLSB Bank, its successors and/or assigns; and (4) that the following is hereby added to said mortgage:

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**Revolving Line of Credit.** Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

**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 JUNE 14, 2006.**

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## MODIFICATION OF MORTGAGE

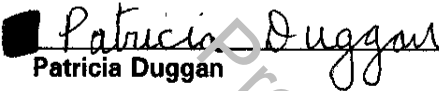
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GRANTOR:

  
Thomas J. Duggan

  
Patricia Duggan

LENDER:

HARRIS N.A.

x   
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Will

On this day before me, the undersigned Notary Public, personally appeared **Thomas J. Duggan and Patricia Duggan**, 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 14<sup>th</sup> day of June, 2006.

By Daleann Kania Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 7-30-06



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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 14<sup>th</sup> day of June, 2006 before me, the undersigned Notary Public, personally appeared Jennifer Michienzi and known to me to be the Lender, 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 DaleAnn Kania Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 7-30-07



PROPERTY OF Cook County Clerk's Office