### **UNOFFICIAL COPY**

CORDATION REQUESTED BY:

HARRIS N.A.
111 W. MONROE STREET
P.O. BOX 755

CHICAGO, IL 60690

WHEN RECORDED MAIL TO:

Harris Consumer Lending Center 3800 Golf Road Suite 300

P.O. Box 5041 Rolling Meadows, IL 60008



Doc#: 0625746057 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 09/14/2006 10:23 AM Pg: 1 of 3

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

ADRIANA BENITEZ
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 August 14, 2006, is made and executed between Keith Smith and Judith Smith, HIS 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 tr. below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 24, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED April 21, 2003 AS DOCUMENT NO.0310911229 IN Cook COUNTY, ILLINOIS RECORDS.

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

LOT 1353 IN ROLLING MEADOWS UNIT NUMBER 7, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTIONS 25 AND 26 AND IN THE NORTH 1/2 OF SECTIONS 35 AND 36, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2706 Rohlwing rd, Rolling Meadows, IL 60008. The Real Property tax identification number is 02-26-418-014-0000.

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\$ 100,000.00, AND A CURRENT BALANCE OF \$55,767.16 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$110,000.0 .

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

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#### MODIFICATION OF MORTGAGE

‴ɔan No: 50195747

(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 AUGUST 14, 2006.

**GRANTOR:** 

Keith Smith

Judith Smith

LENDER:

HARRIS N.A.

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 50195747	(Continued)	Page 3
	INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Illinois		
COUNTY OF COAL	) SS	
On this day before me, the undersi	igned Notary Public, personally appeared <b>Keith S</b> i	mith and Judith Smith to
me known to be the individuals	described in and who executed the Modifice Modification as their free and voluntary act an	ation of Mortgage and
Given under my hand and official se		kug , 2006.
By And 6 Roa	Residing at Marto	xxrore
Notary Public in and for the State of		
My commission expires <u>4-13</u>	Notary	FICIAL SEAL"  Inn E. Rocchi Public, State of Illinois mission Exp. 04/13/2009
	LENDER ACKNOWLEDGMENT	
STATE OF Ollins	is 10	
COUNTY OF COOK	) ss to	
On this day of Public, personally appeared <u>JAME</u> Banker , authorized ag	ent for the Lender that executed the within and	e, the undersigned Notary to me to be the <u>Persona</u>
the Lender through its board of dire	the free and voluntary act and deed of the said Lectors or otherwise, for the uses and purposes the provided to execute this said instrument and that	ender, duly authorized by
By Jan 6 Ro	echi Residing at Marto	ndrove
Notary Public in and for the State of	Lee	
My commission expires $\frac{4-3}{3}$	A <sub>I</sub>	FICIAL SEAL" In E. Rocchi Public, State of Illinois nission Exp. 04/13/2009