### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

MARRIS 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#: 0626308058 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 09/20/2006 09:02 AM Pg: 1 of 3

1-125095743

This Modification of Mortgage prepared by:

**ADRIANA BENITEZ** 

Harris Consumer Lending Center
3800 Golf Road Suite 300 P.O. Box 563 T C - E

Rolling Meadows, IL 60008

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 5, 2505 is made and executed between ANTONIO VARGAS and PATRICIA VARGAS, HUSBAND AND WIFE, #5 JOINT TENANTS (referred to below as "Grantor") and HARRIS N.A., whose address is 111 W. MONROF STREET, P.O. BOX 755, CHICAGO, IL 60690 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 30, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED DECEMBER 3, 2003 AS DOCUMENT NO.0333704095 IN COCK COUNTY, ILLINOIS RECORDS.

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

LOT 234 IN BRIDLEWOOD FARM UNIT THREE, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5379 GALLOWAY DR, HOFFMAN ESTATES, IL 60192. The Real Property tax identification number is 06-04-101-004-0000.

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\$ 199,200, AND A CURRENT BALANCE OF \$72,102.46 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$250,000.

**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

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### MODIFICATION OF MORTGAGE

Loan No: 6100155956

(Continued)

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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 AGRESS TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 5, 2006.

TOOK COUNTY CLOPK'S OFFICE

**GRANTOR:** 

ONIO VARGAS

LENDER:

HARRIS N.A.

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 6100155956	(Continued)	Page 3
	NDIVIDUAL ACKNOWLEDGMENT	
STATE OF THINGS		
COUNTY OF KANE	) SS )	
VARGAS, to me known to be the inc	ned Notary Public, personally appeared <b>ANTOI</b> dividuals described in and who executed the M Modification as their free and voluntary act	lodification of Mortgage, and
Given under my hand and official sea	al this day of to residing at ( ) at (	noc, 2000.
Notary Public in and for the State of	man de la company de la compan	
My commission expires <u>3</u>	1201C "OF S Notary	FICIAL SEAL" Stacey Ehorn y Public, State of Illinois nmission Exp. 03/01/2010
	LENDER ACKNOWLED GMENT	
STATE OF		
banks, authorized age		
•	ctors or otherwise, for the uses and purposes orized to execute this said instrument and	<del>-</del>
By Manag. Biddu	Residing at Was	t Dunder
Notary Public in and for the State of My commission expires	Notal	FFICIAL SEAL" Donna J. Biddle ry Public, State of Illinois Dommission Exp. 04/04/2007