

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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

10401038

WHEN RECORDED MAIL TO:

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



Doc#: 0627946009 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/06/2006 07:54 AM Pg: 1 of 3

02505880 CTI

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

C. NICHOLAS BROWN
Harris Consumer Lending Center
3800 Golf Road Suite 300 P.O. Box 5003
Rolling Meadows, IL 60008

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 22, 2006, is made and executed between JOSEPH O CHAN and CHRISTINA CHAN, HUSBAND AND WIFE IN JOINT TENANCY (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 May 22, 1998 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JUNE 16TH, 1998 AS DOCUMENT NO.98505837 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 69 IN BURR RIDGE MEADOWS PHASE II, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 18 AND THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 12, 1979 AS DOCUMENT LR 3085849, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1456 GARYWOOD DR, Hinsdale, IL 60527. The Real Property tax identification number is 18-18-302-041-0000.

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 \$ 160,00.00, AND A CURRENT BALANCE OF \$ 104,356.07 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$355,000.00.

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

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MODIFICATION OF MORTGAGE

Loan No: 10401038

(Continued)

Page 2

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 SEPTEMBER 22, 2006.

GRANTOR:

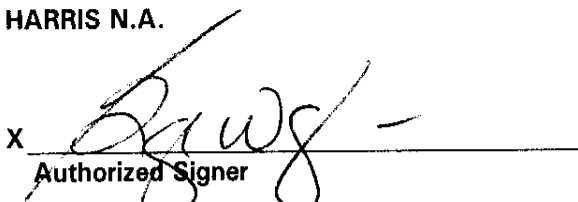
x 

 JOSEPH O CHAN

x 

 CHRISTINA CHAN

LENDER:

HARRIS N.A.
 x 

 Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 10401038

(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

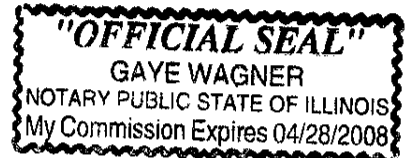
On this day before me, the undersigned Notary Public, personally appeared **JOSEPH O CHAN** and **CHRISTINA CHAN**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 22nd day of September, 2006.

By Gaye W Residing at 101 Burn Ridge Pkwy

Notary Public in and for the State of Illinois

My commission expires 9/28/2006



LENDER ACKNOWLEDGMENT

STATE OF Ill)
)
) SS
 COUNTY OF DuPage Cook)

On this 22nd day of September, 2006 before me, the undersigned Notary Public, personally appeared GAYE WAGNER and known to me to be the BRANCH MANAGER 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 Patricia Roethle Residing at 101 Burn Ridge

Notary Public in and for the State of Illinois

My commission expires April 14 2009

