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SH

**RECORDATION REQUESTED BY:** 

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

6100127445

WHEN RECORDED MAIL TO:

Harris Consumer Lending Center 3800 Golf Road Suite 300

P.O. Box 5041

Rolling Meadows, IL 60008



Doc#: 0631808008 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 11/14/2006 08:07 AM Pg: 1 of 3

CT H25101535

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 October 23, 2006, is made and executed between DENNIS P MCGUINNESS and MARIKAY MCGUINNESS, HUSBAND AND WIFE NOT AS JOINT TENANTS OR TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY (referred to below as "Grantor") and HARRIS N.A., whose address is 111 W. MONROE STREET, P.O. BOX 755, CHICAGO, IL 60650 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 25, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED JULY 02, 2001 AS DOCUMENT NO.0010582865 IN COOK COUNTY, V.LINOIS RECORDS.

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

LOT 2 IN OLD TOWN ESTATES SUBDIVISION, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 707 N MAPLE ST, Prospect Heights, IL 60070. The Real Property tax identification number is 03-22-202-016-0000.

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\$ 50,000.00, AND A CURRENT BALANCE OF 6,751.47 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF 100,000.00.

**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 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

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 6100127445

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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 GRANTOF ACREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 23, 2006.

Opt County Clart's Office

**GRANTOR:** 

**DENNIS P MCGUINNESS** 

MARIKAY MCGUINNESS

LENDER:

HARRIS N.A.

Authorized Signer

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 6100127445	(Continued)	Page 3
INDIVIDU	JAL ACKNOWLEDGMENT	
STATE OF		
COUNTY OF COOK	) ss	
On this day before me, the undersigned No MARIKAY MCGUINNESS, to me known to be of Mortgage, and acknow edged that they sign	e the individuals described in and w ned the Modification as their free a	who executed the Modification and voluntary act and deed, for
Given under my hand and official seal this	3K day of Velob	ev , 20 <u>06</u> .
Given under my hand and official seal this	Residing at <u>215 /</u> E	Palatine Rd. 17th
Notary Public in and for the State of		
My commission expires <u>CH/9// 9008</u>	Notary Fut	CIAL SEAL" R. Piontkowski plic, State of Itimois sion Exp. 04/21/2008
LENDER	RACKNOWLEDGMENT	
COUNTY OF COOK		
On this 23 rd day of October day of	nd voluntary act and deed of the sa therwise, for the uses and purpose	and foregoing instrument and aid Lender, duly authorized by
N Marcin & Magnerel	Residing at <u>≥ i5 ∈ β</u>	abline fill His 12 600
otary Public in and for the State of		
My commission expires 12 101 10	Marc Notary Pu	CIAL SEAL" in P. Kapral blic, State of Illinois ssion Exp. 12/01/2009