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RECORDATION REQUESTED BY:

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

6100163579

WHEN RECORDED MAIL TO:

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



Doc#: 0631808011 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/14/2006 08:08 AM Pg: 1 of 4

H25094963 CT1

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 17, 2006, is made and executed between JAIME GARCIA and AUSTREBERTA GARCIA, 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 April 10, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED APRIL 28TH, 2004 AS DOCUMENT NO.0411926134 IN COOK COUNTY, ILLINOIS RECORDS.

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

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 1885 PRATT, Des Plaines, IL 60018. The Real Property tax identification number is 09-33-313-010-0000.

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 \$ 60,925.00, AND A CURRENT BALANCE OF \$32,304.78 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 in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 6100163579

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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 endorser 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 OCTOBER 17, 2006.

GRANTOR:

X Jaime Garcia
JAIME GARCIA

X Austreberta Garcia
AUSTREBERTA GARCIA

LENDER:

HARRIS N.A.

X Anna M. Wasyluk
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

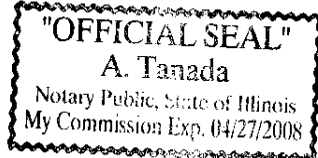
On this day before me, the undersigned Notary Public, personally appeared **JAIME GARCIA and AUSTREBERTA GARCIA**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 17 day of OCTOBER, 2006.

By *A. Tanada* Residing at PARK RIDGE

Notary Public in and for the State of ILLINOIS

My commission expires 04/27/2008



LENDER ACKNOWLEDGMENT

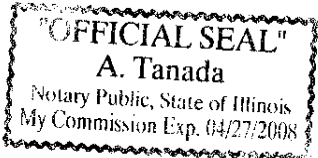
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 17 day of OCTOBER, 2006 before me, the undersigned Notary Public, personally appeared ANNA M. WARYLIW and known to me to be the _____, 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 *A. Tanada* Residing at PARK RIDGE

Notary Public in and for the State of ILLINOIS

My commission expires 04/27/2008



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CHICAGO TITLE INSURANCE COMPANY

EQUITY SEARCH PRODUCT

CTIC ORDER NO.: 1408 H25094963 HE

D. LEGAL DESCRIPTION:

LOT 10 IN COURTESY GARDENS SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED ON SEPTEMBER 16, 1954 AS LR1547221, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

PERMANENT INDEX NUMBER: 09-33-313-010-0000

BORROWER'S NAME: GARCIA 1616944 (MELISSA)