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Doc#: 0633508075 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/01/2006 10:22 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Harris N.A./BLST
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

CTIC-HE

This Modification of Mortgage prepared by:
Lisa M. Salgado, Documentation Specialist
Harris N.A./BLST
311 W. Monroe St., 14th Floor
Chicago, IL 60606-4684

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 31, 2006, is made and executed between David J. Nutt and Renee S. Nutt, husband and wife, whose address is 1621 N 31ST Avenue, Melrose Park, IL 60160 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 29, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 10, 2002 as Document #0020753011 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

LOT 70 IN WEST END ADDITION TO LAGRANGE, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN CENTER LINE OF OGDEN AVENUE AND NORTHERLY LINE OF RIGHT OF WAY OF CHICAGO, BURLINGTON, AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 165 N. Edgewood Avenue, La Grange, IL 60525. The Real Property tax identification number is 18-05-204-023-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated October 31, 2006 in the original principal amount of \$100,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$100,000.00; (3) to amend the name of

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(Continued)**

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Lender to read as follows: Harris N.A., as Successor by Merger with Villa Park Trust & Savings Bank, its successors and/or assigns; (4) this Modification of Mortgage reflects that the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption; and (5) to add the following provisions:

DUE ON SALE:

Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law;

WAIVER OF RIGHT OF REDEMPTION:

Notwithstanding any of the provisions to the contrary contained in this mortgage, Grantor hereby waives, to the extent permitted under 735 ILCS 5-15-1601 (b) or any similar law existing after the date of the mortgage, any and all Rights of Redemption on Grantor's behalf and on behalf of any other person permitted to redeem the property.

CROSS-COLLATERALIZATION:

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 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 OCTOBER 31, 2006.

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GRANTOR:

X David J. Nutt
David J. Nutt

X Renee S. Nutt
Renee S. Nutt

LENDER:

HARRIS N.A.

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF DuPage

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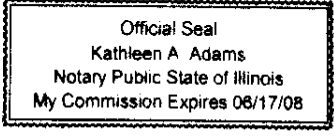
On this day before me, the undersigned Notary Public, personally appeared **David J. Nutt and Renee S. Nutt**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for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

Given under my hand and official seal this 31st day of October, 2006.

By Kathleen A. Adams Residing at Villa Park

Notary Public in and for the State of IL

My commission expires 6-17-08



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 3140102

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

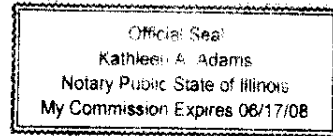
COUNTY OF DU PAGE)
) SS
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On this 31st day of October, 2006 before me, the undersigned Notary Public, personally appeared FRANK VITELLI and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument 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 Kathleen A. Adams Residing at Villa Park

Notary Public in and for the State of ILLINOIS

My commission expires 6-17-08



County Clerk's Office