

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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



Doc#: 0635408023 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/20/2006 07:36 AM Pg: 1 of 3

6100205388
WHEN RECORDED MAIL TO:

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

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FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

S SANGERN
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 November 24, 2006, is made and executed between BRYAN M FOLEY and CONSTANCE H FOLEY, HUSBAND AND WIFE 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 60690 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 12, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED JULY 27, 2005 AS DOCUMENT NO.0520805173 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 4 IN EDGEWOOD MANOR, A SUBDIVISION OF THE WEST 573.06 FEET OF BLOCK 1 IN EDGEWOOD, A RESUBDIVISION OF BLOCKS 1, 2, 3, 6, 7 AND 8 IN WINNETKA LAND ASSOCIATION SUBDIVISION OF THE NORTH 1/2 OF THE WEST 90 ACRES OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1245 SPRUCE ST, Winnetka, IL 60093. The Real Property tax identification number is 05-20-100-008-0000.

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 \$450,000.00, AND A CURRENT BALANCE OF \$343,365.18 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$792,650.00.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

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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 NOVEMBER 24, 2006.

GRANTOR:

x Bryan M Foley
BRYAN M FOLEY

x Connie Foley
CONSTANCE H FOLEY

LENDER:

HARRIS N.A.

x Colleen P. Lyons
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 6100205388

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

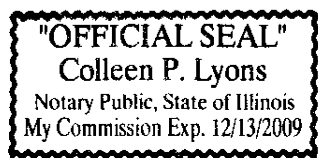
On this day before me, the undersigned Notary Public, personally appeared **BRYAN M FOLEY and CONSTANCE H FOLEY**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 24th day of November, 2006.

By Colleen P Lyons Residing at 520 Green Bay Rd

Notary Public in and for the State of Illinois

My commission expires 12/13/2009



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 24th day of NOVEMBER, 2006 before me, the undersigned Notary Public, personally appeared COLLEEN LYONS and known to me to be the SR. PERSONAL BANKER, 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 [Signature] Residing at 520 GREEN BAY RD.

Notary Public in and for the State of ILLINOIS

My commission expires 03-03-07

