

# UNOFFICIAL COPY

*Mme*

**RECORDATION REQUESTED BY:**

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

*6100135439*

**WHEN RECORDED MAIL TO:**

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



Doc#: 0701208033 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/12/2007 09:09 AM Pg: 1 of 4

*025065473*

*OTIC-15*

**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 December 23, 2006, is made and executed between Daniel K Busse and Beth Busse, HIS WIFE IN JOINT TENANCY (referrer 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 February 23, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**RECORDED 03/22/2002 AS DOCUMENT NO.0020327926 IN COOK COUNTY, ILLINOIS RECORDS.**

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

LOT 49 IN TERRAMERE OF ARLINGTON HEIGHTS, UNIT 09, BEING A SUBDIVISION IN THE NORTH 1/2 OF FRACTIONAL SECTION 06, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT 27338195, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3907 Mitchell, Arlington Heights, IL 60004. The Real Property tax identification number is 03-06-214-012-0000.

**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 \$ 190,500.00, AND A CURRENT BALANCE OF \$128,950.28 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$412,862.00 .**

**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: 6100135439

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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 GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 23, 2006.**

GRANTOR:

x *Daniel H. Bursse*  
[Redacted]

x *But Bursse*  
[Redacted]

LENDER:

HARRIS N.A.

x *[Signature]*  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 6100135439

(Continued)

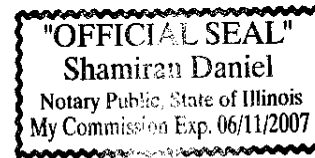
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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared **Daniel K Busse and Beth Busse**, 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 23rd day of December, 2006.

By Shamiran Daniel Residing at Buffalo Grove IL

Notary Public in and for the State of IL

My commission expires 06-11-07

### LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Lake

)  
) SS  
)

On this 23rd day of Dec, 2006 before me, the undersigned Notary Public, personally appeared Shamiran Daniel 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 [Signature] Residing at Chelf IL 60090

Notary Public in and for the State of IL

My commission expires 2/25/2009





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## ERROR AND OMISSIONS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$412,862.00	12-23-2006	12-29-2016	6100135439	.01C1		NM6	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Grantor:** Daniel K Busse  
Beth Busse  
3907 Mitchell  
Arlington Heights, IL 60004

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

**PROPERTY ADDRESS:** 3907 Mitchell, Arlington Heights, IL 60004  
**LOAN NO.:** 6100135439

The undersigned Grantor for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Grantor does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this **December 23, 2006**

**GRANTOR:**

x Daniel K. Busse  
[Redacted]

x Beth Busse  
[Redacted]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_