### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

HARRIS N.A.

111 W. MONROE STREET

P.O. BOX 755

CHICAGO, IL 60690

WHEN RECORDED MAIL TO:

Harris Consumer Lending

Center

3800 Golf Road Suite 300

P.O. Box 5041

Rolling Meadows, IL 60008



Doc#: 0702608071 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 01/26/2007 07:30 AM Pg: 1 of 3

CT 625067219

This Modification of Mortgage prepared by:

**S SANGERN** 

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 January 4, 2007, is made and executed between TOM YARRISH and DAPHNE MACIAS AKA DAPHNE MACIAS-YARRISH, HUSBIND 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 June 25, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED 07/15/2005 AS DOCUMENT NO.0519605045 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 106 IN ELK RIDGE VILLA UNIT NO. 4, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 14 AND IN THE SOUTHEAST 1/4 OF SECTION 15 ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 2, 1965 AS DOCUMENT LR 2193762, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1439 S FERN DRIVE, Mount Prospect, IL 60056. The Real Property tax identification number is 08-14-306-032-0000.

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 \$75,000.00, AND A CURRENT BALANCE OF \$73,629.24 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

3

0702608071 Page: 2 of 3

# **UNOFFICIAL COPY**

#### **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 6100204188	(Continued)	Page 3
*		
·	NDIVIDUAL ACKNOWLEDGMENT	
STATE OF Illenais		
STATE OF <u>flenais</u> COUNTY OF <u>Coah</u>	) SS	
	,	
MACIAS AKA DAPHNE MACIAS-YA	signed Notary Public, personally appeared TOI RRISH, to me known to be the individuals described that they signed the Modification ses therein mentioned.	cribed in and who executed
Given under my hand and official sea	1/.	, 2007
By ane Callero Jai	Residing at Aulis	lyton XX
Notary Public in and for the State of  My commission expires	ZOO JANE CALLE	IAL SEAL ERO ZALESKI - STATE OF ILLINOIS
	MY COMMISSION	N EXPIRES:04/01/09
	LENDER ACKNOWLED CMENT	and the second s
STATE OF TC. (		
COUNTY OF	iss T	
	e ZA/es M and known	ne, the undersigned Notary I to me to be the
acknowledged said instrument to be t the Lender through its board of direc	nt for the Lender that executed the within and the free and voluntary act and deed of the said stors or otherwise, for the uses and purposes prized to execute this said instrument and the	I foregoing instrument and Lender, duly authorized by therein mentioned, and on
By Marchan Sall	Residing at All	ington Ht.
Notary Public in and for the State of _	TCC "	
My commission expires <u> </u>	"OFFICIAI Maria Co Notary Public, St My Cemmission E	atalan late of Illinois

0702608071 Page: 3 of 3

# **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 6100204188

Page 2

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 JANUARY 4, 2007.

This Clark's Office

**GRANTOR:** 

**TOM YARRISH** 

DAPHNE MACIAS AKA DAPHNE MACIAS-YARRISH

LENDER:

HARRIS N.A.

Authorized Signer