### **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#: 0702908118 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds
Date: 01/29/2007 09:38 AM Pg: 1 of 4

CIT 025067600

CTIC-HE

This Modification of Mortgage prepared by:

J STUDZINSKI

Harris Consumer Lending Center 3800 Golf Road Suite 300 P.O. Box 5203 Rolling Meadows, IL 60008

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 8, 2007, is made and executed between KLAUS VOSS and SUSAN VOSS, his Wife, not as Joint Tenants or Tenants in Common but 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 May 13, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED JUNE 7, 2005 AS DOCUMENT NO.0515805218 IN COOK COUNTY ILLINOIS RECORDS.

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

SEE LEGAL ATTACHED

The Real Property or its address is commonly known as 340 DIVERSEY, CHICAGO, IL 60164. The Real Property tax identification number is 14-28-206-005-1309.

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 \$100,000.00 AND A CURRENT BALANCE OF \$0.00 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$300,000.00.

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 the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all

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#### **MODIFICATION OF MORTGAGE**

Loan No: 6100200033

(Continued)

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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 8, 2007.

Office of the country of the country

**GRANTOR:** 

KLAUS VOSS

SUSAN VOSS

LENDER:

X

HARRIS N.A.

Authorized Signer

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#### **MODIFICATION OF MORTGAGE**

(Continued) Loan No: 6100200033 Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF LLINOIS ) ) SS COUNTY OF LANE ) On this day before the, the undersigned Notary Public, personally appeared KLAUS VOSS and SUSAN VOSS, 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 mentione. Residing at St. CHAKLES, IL. Notary Public in and for the State of "OFFICIAL SEAL" FAYZAN ALI Notae, Public, State of Illinois My commission expires My Commission expires 03/17/08 2 LENDER ACKNOWLEDGMENT STATE OF Allinors county of <u>Kane</u> On this 11th day of January
Public, personally appeared Layton and ,2007 before me, the undersigned Notary \_\_\_ and known to rns to be the 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. une & Adams Residing at St. awales II world Notary Public in and for the State of Huris "OFFICIAL SEAL" My commission expires 11 2007 CARRIE L. ADAMS Notary Public, State of Illinois My Commission expires 11/20/07

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### CHICAGO TITLE INSURANCE COMPANY Short Form Master Policy

YOUR REFERENCE: 109356-5226672-2

POLICY NO.: 1408 025067000 HE

STREET ADDRESS: 340 DIVERSEY, CHICAGO, ILLINOIS 60164

DATE OF POLICY: 12/06/06

P.I.N.: 14-28-206-005-1309

AMOUNT OF INSURANCE: \$300,000.00

INSURED: HARRIS NA 1814073 (MARK)

A. GRANTEE

KLAUS VOSS AND SUSAN VOSS, HIS WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON BUT AS TENANTS ST THE ENTIRETY

MORTGAGE TO BE MODIFIED MORTGAGE DATED 05/13/2005 AND RECORDED 06/07/2005 AS DOCUMENT NO. 0515805218 MADE BY KLAUS VOSS AND SUSAN JOSS TO HARRIS BANK PALATINE NA TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$100,000.05 e revert

#### B. LEGAL DESCRIPTION:

UNIT 1817 AS DELINEATED ON SURVEY OF THAT PART OF LOT 6 IN ASSESSORS DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN THE EAST L'NE OF NORTH SHERIDAN ROAD (FORMERLY LAKE VIEW AVENUE) ON THE WEST AND THE WEST LINE OF NORTH COMMONWEALTH AVENUE ON THE EAST (EXCEPT THEREFROM THAT PART LYING NOR H OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID NORTH OF THE NOTTH LINE OF WEST DIVERSEY PARKWAY TO A POINT ON THE WEST LINE OF SAID NORTH COMMOUWEALTH AVENUE WHICH IS 227 FEET 10 INCHES NORTH OF THE NORTH LINE OF SAID WEST DIVERSLY PARKWAY); ALSO THAT PART OF LOT 7 IN SAID ASSESSOR'S DIVISION WHICH LIES BETWEEN THE EAST LINE OF NORTH SHERIDAN ROAD (FORMERLY LAKE VIEW AVENUE) ON THE WEST, THE WEST LINE OF NORTH COMMONWEALTH AVENUE ON THE EAST, AND NORTH LINE OF WEST DIFERSEY PARKWAY ON THE SOUTH, ALL IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NB&TC, A MATIONAL BANKING ASSOCIATION KNOWN AS TRUST NUMBER 11139, RECORDED IN THE O'EICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23400546 IN COOK COUNTY, ILLINOIS.

, 2005 year paid \$ 4436.35