

# UNOFFICIAL COPY



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

Doc#: 0703808030 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/07/2007 08:36 AM Pg: 1 of 4

*Harris*

CTIC-HE

This Modification of Mortgage prepared by:  
Kim Cokley, Documentation Specialist  
Harris N.A./BLST  
111 W. Monroe Street, 6th Floor  
Chicago, IL 60606-4684

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 29, 2007, is made and executed between Thomas J. Duggan and Patricia J. Duggan, his wife, not in tenancy in common but in joint tenancy, whose address is 14532 Kilbourn Avenue, Midlothian, IL 60445 (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 September 9, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage recorded on October 1, 1996 as Document #96745399 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 1 IN MALONEY'S RESUBDIVISION OF LOT 1 IN DUSKIN'S SUBDIVISION BEING A SUBDIVISION OF BLOCK 11 AND THE WEST 33 FEET OF BLOCK 6 IN FIRST ADDITION TO MIDLOTHIAN GARDENS BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 14532 Kilbourne Avenue, Midlothian, IL 60445. The Real Property tax identification number is 28-10-122-018-0000.

**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 January 29, 2007 in the original principal amount of \$275,000.00 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; and (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 \$275,000.00.

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## MODIFICATION OF MORTGAGE (Continued)

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This Modification of Mortgage reflects that the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption.

**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 JANUARY 29, 2007.**

**GRANTOR:**

X Thomas J. Duggan  
Thomas J. Duggan

X Patricia J. Duggan  
Patricia J. Duggan

**LENDER:**

**HARRIS N.A.**

X [Signature]  
Authorized Signer

Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

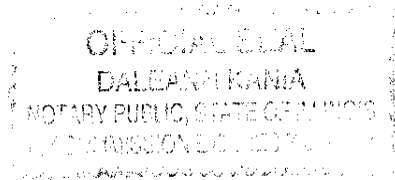
On this day before me, the undersigned Notary Public, personally appeared **Thomas J. Duggan and Patricia J. Duggan**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 29<sup>th</sup> day of January, 2007.

By DaleAnn Kania Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 7-30-07



### LENDER ACKNOWLEDGMENT

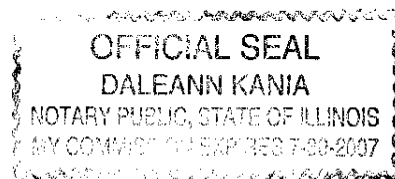
STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 29<sup>th</sup> day of January, 2007 before me, the undersigned Notary Public, personally appeared Jennifer Michienzi and known to me to be the Asst Vice President, 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 DaleAnn Kania Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 7-30-07



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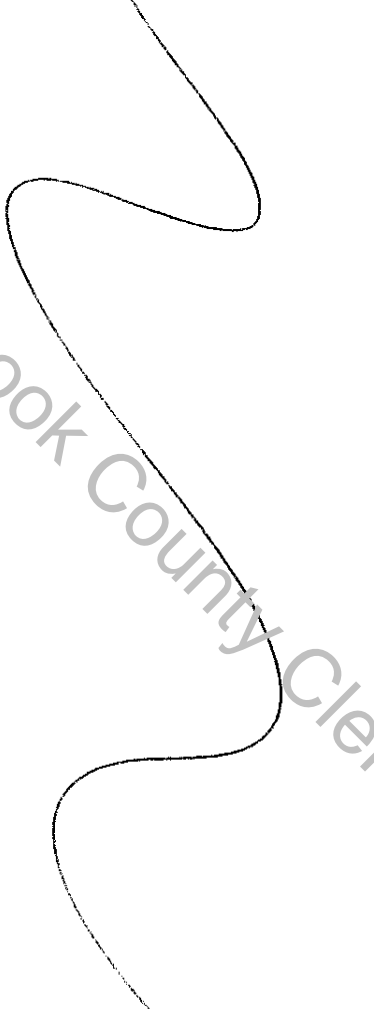
## MODIFICATION OF MORTGAGE (Continued)

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