

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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

501 36086

WHEN RECORDED MAIL TO:

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



Doc#: 0704608044 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/15/2007 08:54 AM Pg: 1 of 3

CT HAS 07035

CTC-HE

This Modification of Mortgage prepared by:

JAIME WEGNER
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 26, 2007, is made and executed between Billy K McMinn and Sara E McMinn, his Wife as Joint Tenants (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 December 10, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED DECEMBER 29, 2003 AS DOCUMENT NO.0336329088 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 80 IN PLUM GROVE HILLS UNIT NUMBER 3 BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED NOVEMBER 13, 1962 AS DOCUMENT NO 18643329, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3406 Plum Grove Dr, Rolling Meadows, IL 60008. The Real Property tax identification number is 08-07-210-017-0000.

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 \$ 175,000.00, AND A CURRENT BALANCE OF \$176,093.05 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$250,000.00 .

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

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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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 26, 2007.

GRANTOR:

X *Billy K McMinn*
Billy K McMinn

X *Sara E McMinn*
Sara E McMinn

LENDER:

HARRIS N.A.

X *Richard Whitt*
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 50136086

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

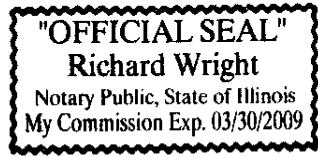
On this day before me, the undersigned Notary Public, personally appeared **Billy K McMinn and Sara E McMinn**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for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

Given under my hand and official seal this 26th day of JANUARY, 2007.

By Richard Wright Residing at Elgin, IL

Notary Public in and for the State of IL

My commission expires 3/30/2009



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 26 day of January, 2007 before me, the undersigned Notary Public, personally appeared Richard Wright 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 Ann E. Rocchi Residing at Morton Grove

Notary Public in and for the State of Ill

My commission expires 4-13-09

