## **UNOFFICIAL COPY**

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RECORDATION REQUESTED BY:

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

50020961

WHEN RECORDED MAIL TO:

Harris Consumer Lending

Center

3800 Golf Road Suite 300

P.O. Box 5041

Rolling Meadows, IL 60008



Doc#: 0707808147 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 03/19/2007 10:19 AM Pg: 1 of 3

CT H 25114251

This Modification of Mortgage prepared by:

ARPAN A. SHAH

Harris Consumer Lending Center
3800 Golf Road Suite 300 P.O. Box 5003

Rolling Meadows, IL 60008

CTIC-HE

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#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 27, 2007, is made and executed between Larry Johnston and Susan Johnston, 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 April 5, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED MAY 22, 2003 AS DOCUMENT NO.0314242042 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 2571 IN ELK GROVE VILLAGE SECTION 8, BEING A SUBDIVISION IN THE SOUTH 1/2 OFSECTION 33, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED OCTOBER 23, 1959 AS DOCUMENT 17694090 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 640 Pinewood, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-33-413-003-0000.

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 \$25,000.00, AND A CURRENT BALANCE OF \$24,214.42 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$98,000.00.

**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

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 50020961 (Continued) Page 2

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 FEBRUARY 27, 2007.

Oct Colling Clark's Office

**GRANTOR:** 

Larry

Susan Johnstøn

LENDER:

HARRIS N.A.

Authorized Signer

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# MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 50020961 INDIVIDUAL ACKNOWLEDGMENT STATE OF \_\_\_\_\_\_ "OFFICIAL SEAL Kelly Lynn Herforth ) **SS** Notary Public, State of Illinois ) My Commission Exp. 08/09/2010 COUNTY OF On this day before me, the undersigned Notary Public, personally appeared Larry Johnston and Susan Johnston, 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 Ву Notary Public in and for the State of My commission expires \_\_\_\_ LENDER ACKNOWLEDGMENT STATE OF Illinois COUNTY OF COOK 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. Kintin Wohnston Residing at 500 E. Devon Notary Public in and for the State of I/InoisMy commission expires 8/24/2009"OFFICIAL SEAL Kristin M. Johnston Notary Public, State of Illinois My Commission Exp. 08/24/2009