

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Harris N.A.  
111 W. Monroe Street  
Chicago, IL 60603-4095



Doc#: 0716508053 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/14/2007 09:43 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Harris N.A.  
111 W. Monroe Street  
Chicago, IL 60603-4095

**SEND TAX NOTICES TO:**

Harris N.A.  
111 W. Monroe Street  
Chicago, IL 60603-4095

FOR RECORDER'S USE ONLY

H25130-15

This Modification of Mortgage prepared by:

C. Clayton, Documentation Specialist  
Harris N.A. \BLST  
311 W. Monroe St., 14th Floor  
Chicago, IL 60606-4684

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 1, 2007, is made and executed between David A. Polito and Carol L. Polito, his wife, whose address is 4380 Huntington Drive, Hoffman Estates, IL 60195 (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 21, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 12, 2005 as Document #0528542213 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 20 IN BLOCK 27 IN POPLAR HILLS UNIT 6, BEING A SUBDIVISION OF PARTS OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4380 Huntington Drive, Hoffman Estates, IL 60195. The Real Property tax identification number is 01-24-410-019.

**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 June 1, 2007 in the original principal amount of \$75,000.00 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; (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 \$75,000.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

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

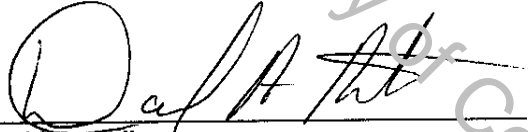
Loan No: 2999108028


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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.

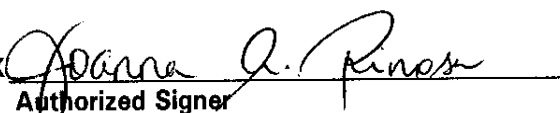
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1, 2007.**

**GRANTOR:**

X   
David A. Polito

X   
Carol L. Polito

**LENDER:****HARRIS N.A.**

X   
Authorized Signer

Property of Cook County Clerk's Office

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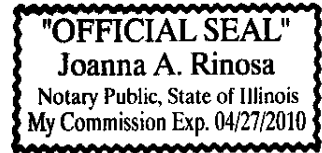
## MODIFICATION OF MORTGAGE

Loan No: 2999108028

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )



On this day before me, the undersigned Notary Public, personally appeared **David A. Polito and Carol L. Polito**, 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 1<sup>ST</sup> day of JUNE, 2007.

By Joanna A. Rinosa Residing at Lake In The Hills

Notary Public in and for the State of ILLINOIS

My commission expires 4/27/2010

### LENDER ACKNOWLEDGMENT

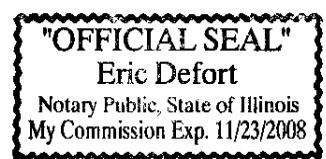
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 1<sup>st</sup> day of June, 2007 before me the undersigned Notary Public, personally appeared Joanna Rinosa 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 [Signature] Residing at 1680 W. Algonquin

Notary Public in and for the State of Illinois

My commission expires 11/23/2008



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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 2999108028

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