UNOFFICIAL COPY

RECORDATION REQUESTED BY:

HARRIS N.A.

111 W. MONROE STREET

P.O. BOX 755

CHICAGO, IL 60690

U100190785 WHEN RECORDED MAIL TO:

Harris Consumer Lending

Center

3800 Golf Road Suite 300

P.O. Box 5041

Rolling Meadows, IL 60008

Doc#: 0718008167 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 06/29/2007 11:47 AM Pg: 1 of 3

H25/1296% C

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

H PELETIS
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 June 15, 2007; is made and executed between Tadeusz Duda and Wieslawa Duda, married, 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 February 2, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED FEBRUARY 16, 2005 AS DOCUMENT NO.0504720100 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 235 OF ELMORE'S PARKSIDE GARDENS FIRST < ADD., A SUBDIVISION IN THE NORTH 1/2 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8132 McVicker Ave, Burbank, IL 60459. The Real Property tax identification number is 19-32-115-019-0000.

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\$ 50,000.00, AND A CURRENT BALANCE OF \$49,770.17 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$92,663.00.

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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MODIFICATION OF MORTGAGE

Loan No: 6100190785 (Continued) Page 2

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 15, 2007.

Of County Clert's Office

GRANTOR:

Tadeusz Duda

Wieslawa Duda

LENDER:

HARRIS N.A.

Authorized Signe

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MODIFICATION OF MORTGAGE

Loan No: 6100190785 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF 1000 MON)) SS On this day before me, the undersigned Notary Public, personally appeared Tadeusz Duda and Wieslawa Duda, 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 Residing at "OFFICIAL SEAL" Notary Public in and for the State of 9 M. Jagoda My commission expires 12/01 Notary Public, State of Illinois My Commission Exp. 12/01/2009 LENDER ACKNOWLEDGMENT STATE OF ~ llmoin COUNTY OF _ COOL before mo, are undersigned Notary day of Public, personally appeared and known to me to be the tersonou ____, 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, dury 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. Residing at 1000 D-cases Notary Public in and for the State of My commission expires Out of "OFFICIAL SEAL Neslihan Sarac Notary Public, State of Illinois My Commission Exp. 04/08/2009