

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 0724808101 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/05/2007 10:14 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

H25045356

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

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

CTIC-HE

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 15, 2007, is made and executed between BRUNO KOZIEL and EVA KOZIEL, 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 October 5, 2005 (the "Mortgage") which has been recorded in Du Page County, State of Illinois, as follows:

**RECORDED 10/05/05 AS DOCUMENT NO.0531333170 IN COOK COUNTY, ILLINOIS RECORDS.**

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

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 55 BROOKSIDE DR, Lemont, IL 60439. The Real Property tax identification number is 22-24-23-009-0000.

**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 \$ 400000.00, AND A CURRENT BALANCE OF \$ 144058.85 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$ 500,000.00 .**

**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 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

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 6100212879


(Continued)

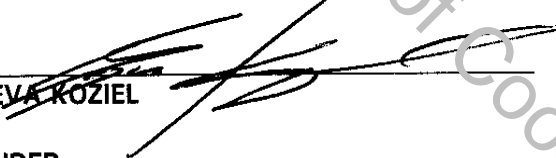
Page 2

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 AUGUST 15, 2007.**

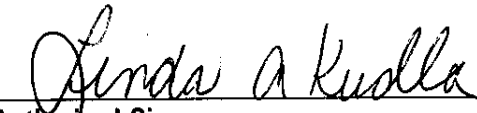
GRANTOR:

X   
BRUNO KOZIEL

X   
EVA KOZIEL

LENDER:

HARRIS N.A.

X   
Authorized Signer

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 6100212879

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

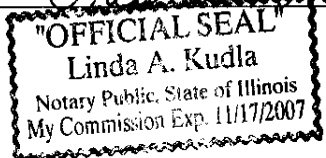
On this day before me, the undersigned Notary Public, personally appeared **BRUNO KOZIEL and EVA KOZIEL**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the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

Given under my hand and official seal this 15th day of August, 2007.

By Linda A Kudla Residing at Orland Park

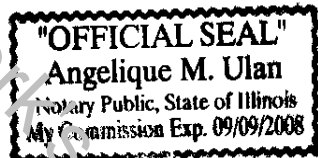
Notary Public in and for the State of Illinois

My commission expires 11-17-2007



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )



On this 15th day of August, 2007 before me, the undersigned Notary Public, personally appeared LINDA A KUDLA and known to me to be the Senior Personal Banker, 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 Angelique M Ulan Residing at Orland Hills

Notary Public in and for the State of IL

My commission expires 09/09/2008

# UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY

Short Form Master Policy

YOUR REFERENCE: 13395987-6171677-2

POLICY NO.: 1408 H25137263 HE

STREET ADDRESS: 55 BROOKSIDE DR, LEMONT, ILLINOIS 60439

DATE OF POLICY: 07/12/07

P.I.N.:

AMOUNT OF INSURANCE: 500,000.00

INSURED: HARRIS NA 2142939

A. GRANTEE:  
BRUNO KOZIEL AND EVA KOZIEL, HIS WIFE, AS JOINT TENANTS

MODIFICATION OF MORTGAGE: MORTGAGE DATED 10/05/05 AND RECORDED 11/09/05 AS DOCUMENT NO. 0531233170 MADE BY BRUNO KOZIEL AND EVA KOZIEL TO HARRIS NA TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$100,000.00.

*Inclmod*

B. LEGAL DESCRIPTION:

LOT 8 IN EQUESTRIAN WOOD UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 22-24-203-009-0000

Property of Cook County Clerk's Office