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88

RECORDATION REQUESTED BY:

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

6100224499

WHEN RECORDED MAIL TO:

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



Doc#: 0726346087 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/20/2007 03:20 PM Pg: 1 of 4

H25141274

45

This Modification of Mortgage prepared by:

M JACKSON
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 September 6, 2007, is made and executed between JACEK ZACZYK and BEATA ZACZYK, 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 February 8, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED 03/14/2006 AS DOCUMENT NO.0607308188 IN COOK COUNTY, ILLINOIS RECORDS.

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

SEE LEGAL ATTACHEMENTS

The Real Property or its address is commonly known as 13803 TALLGRASS TRAIL, Orland Park, IL 60462. The Real Property tax identification number is 27-03-227-007-0000.

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 \$ 207,700.00, AND A CURRENT BALANCE OF \$28,656.56 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$272,160.00 .

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

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MODIFICATION OF MORTGAGE

(Continued)

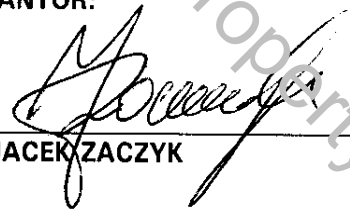
Loan No: 6100224499

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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 SEPTEMBER 6, 2007.

GRANTOR:

X 

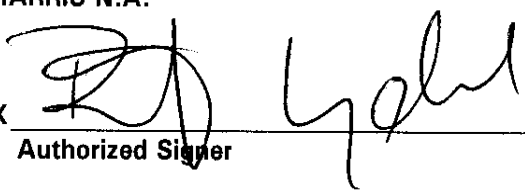
JACEK ZACZYK

X 

BEATA ZACZYK

LENDER:

HARRIS N.A.

X 

Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 6100224499

(Continued)

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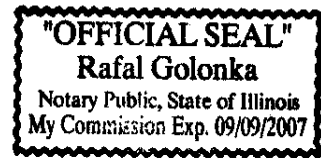
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **JACEK ZACZYK** and **BEATA ZACZYK**, 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 6th day of September, 2007.
 By [Signature] Residing at Chicago, ILLINOIS

Notary Public in and for the State of ILLINOIS
 My commission expires 09/09/07



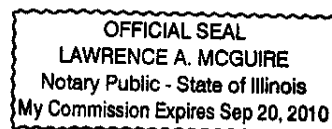
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 6th day of September, 2007 before me, the undersigned Notary Public, personally appeared Rafal Golonka 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 Homer Glen

Notary Public in and for the State of Illinois
 My commission expires 9-20-2010



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CHICAGO TITLE INSURANCE COMPANY

Short Form Master Policy

YOUR REFERENCE: 13395987-6295901-2

POLICY NO.: 1408 H25141279 HE

STREET ADDRESS: 13803 TALLGRASS TRAIL, ORLAND PARK, ILLINOIS 60462

DATE OF POLICY: 08/09/07

P.I.N.: 27-03-227-007-0000

AMOUNT OF INSURANCE: \$285,000.00

181 paid

INSURED: HARRIS NA 2181016 JULIE

A. GRANTEE:
JACK ZACZYK AND BEATA ZACZYK, AS JOINT TENANTS

MORTGAGE TO BE MODIFIED: MORTGAGE DATED 02/08/06 AND RECORDED 03/14/06 AS DOCUMENT NO. 060/303188 MADE BY JACK ZACZYK AND BEATA ZACZYK TO HARRIS NA TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$207,700.00.

True

B. LEGAL DESCRIPTION:

LOT 37 IN WINDHAVEN WEST OF ORLAND PARK, A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 2002 AS DOCUMENT NO. 001315681, IN COOK COUNTY, ILLINOIS.

PIN: 27-03-227-007-0000

Property of Cook County Clerk's Office