**UNOFFICIAL COPY** 

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

Harris Consumer Lending
Center
3800 Golf Road Suite 300
P.O. Box 5041

Rolling Meadows, IL 60008



Doc#: 0730246028 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 10/29/2007 10:01 AM Pg: 1 of 4

CT H25149917

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

PRINCE HALL
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 October 17, 2007, is made and executed between THOMAS PROVOST and JENNIFER PROVOST, HUSBAND AND WIFE IN JOINT TENANCY (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 20, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED May 09, 2007 AS DOCUMENT NO.0712908093 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 ATTACHED

The Real Property or its address is commonly known as 310 TERRACE DR, BARTLETT, IL 60103. The Real Property tax identification number is 06-34-305-025-0000.

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\$ 95,000.00, AND A CURRENT BALANCE OF \$54,360.05 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$133,700.00.

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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304 County Clark's Office

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## **MODIFICATION OF MORTGAGE**

Loan No: 6100262973

(Continued)

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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 OCTOBER 17,

**GRANTOR:** 

JENNIFER PRO

LENDER:

HARRIS N.A

Authorized Signer

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# MODIFICATION OF MORTGAGE

Loan No: 6100262973 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF \_\_\_\_\_\_ ) "OFFICIAL SEAL" ) SS COUNTY OF \_\_\_\_(Cil) Chirag M. Patel ) Notary Public, State of Illinois My Commission Exp. 11/14/2009 On this day before me, the undersigned Notary Public, personally appeared THOMAS PROVOST and JENNIFER PROVOST, 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 Notary Public in and for the State of \_\_\_ My commission expires // // w/ 0 8 LENDER ACKNOWLEDGMENT STATE OF \_\_\_\_\_ Chirag M. Patel Notary Public, State of Illinois COUNTY OF COOL My Commission Exp. 11/14/2009 On this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_\_\_ No. \_\_\_\_\_ and known to me to be the \_\_\_\_\_\_\_ , authorized agent for the Lender that executed the within and foregoing in trument 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 Chres Other Residing at Heritan NA Notary Public in and for the State of My commission expires \_\_\_\_\_/////6>

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### UNOFFICIAL CO

### CHICAGO TITLE INSURANCE COMPANY **Short Form Master Policy**

YOUR REFERENCE: 13395987-6391101-2

POLICY NO.: 1408 H25144917 HE

STREET ADDRESS: 310 TERRACE DR. BARRINGTON, ILLINOIS 60103

DATE OF POLICY: 08/01/07

P.I.N.: 06-34-305-025-0000

AMOUNT OF INSURANCE: \$101,300.00

INSURED: HARRIS NA 2215007 ALEX

THOMAS PROVEST AND JENNIFER PROVOST, WIFE IN JOINT TENANCY

MORTGAGE TO BE MODIFIED: MORTGAGE DATED 04/20/2007 AND RECORDED 05/09/2007 AS DOCUMENT NO. 0712903093 MADE BY THOMAS PROVOST AND JENNIFER PROVOST TO HARRIS N.A. TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$95,000.00.

B. LEGAL DESCRIPTION:

LOT 139 IN OAK GROVE OF BARTLETT UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 34, TOWNSTIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1979 AS DOCUMENT NUMBER 2487305, IN COOK COULTY, ILLINOIS TILL COMPASSON OFFICE

PIN: 06-34-305-025-0000

SEMHELPS 08/06 ML LR1