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RECORDATION REQUESTED BY:

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

6100154532 WHEN RECORDED MAIL TO:

Harris Consumer Lending
Center

3800 Golf Road Suite 300 P.O. Box 5041

Rolling Meadows, IL 60008

8733246

Doc#: 0733446106 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 11/30/2007 03:27 PM Pg: 1 of 3

CI# H25150902.

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

CTIC-HE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 14, 2007, is made and executed between DONALD G MALAK, AN UNMARRIED INDIVIDUAL (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 1, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED OCTOBER 24, 2003 AS DOCUMENT NO.0329733098 IN COOK COUNTY, ILLINOIS RECORDS.

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

LOT 15 IN BLOCK 2 IN HAROLD RESKIN ADDITION TO PALATINE, IN THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10,EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 12,1955 AS DOCUMENT NUMBER 1606941 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 269 EISENHOWER CT, Palatine, IL 60074. The Real Property tax identification number is 02-14-419-010-0000.

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\$ 118,000.00, AND A CURRENT BALANCE OF \$3,057.37 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$122,000.00.

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

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MODIFICATION OF MORTGAGE

Loan No: 6100154532 (Continued) Page 2

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 NOVEMBER 14, 2007.

COOP COUNTY CLOSES OFFICE

GRANTOR:

DONALD G MALAK

LENDER:

HARRIS N.A.

Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 6100154532 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF) SS COUNTY OF On this day before the, the undersigned Notary Public, personally appeared DONALD G MALAK, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. day of MANDEY, 2007. Given under my hand and ofricial seal this Residing at Notary Public in and for the State of Notary Public State of Illinois My commission expires LENDER ACKNOWLEDGMENT STATE OF IL COUNTY OF COOL 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. Okane Juste William Residing at Notary Public in and for the State of _______ OFFICIAL SEAL SHANE JUDE WILLIAMS Notary Public - State of Illinois My commission expires 4-25-11 My Commission Expires Apr 25, 2011