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Cook County Recorder of Deeds  
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## CTIC-HE

This Modification of Mortgage prepared by:  
Randa Alhnaity, Documentation Specialist  
Harris N.A./BLST  
311 W. Monroe St., 6th Floor  
Chicago, IL 60606-4684

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 2, 2007, is made and executed between John Iuliano, whose address is 13222 S. Oak Ridge Trail 1B, Palos Heights, IL 60463 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 1, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on November 2, 2001 as Document # 0011030387 and Document # 0011030388 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

THE SOUTH 105 FEET OF LOTS 24 AND 25 AND OF THE EAST 14 FEET OF LOT 26 AND THAT PART OF THE WEST 1/2 OF THE VACATED ALLEY ADJOINING AND TO THE EAST OF THE SOUTH 105 FEET OF LOT 24 VACATED BY PLAT OF VACATION RECORDED MAY 25, 1960 AS DOCUMENT NUMBER 17864700, ALL IN BLOCK 5 IN THE CHARLES WADSWORTH SUBDIVISION OF THE EAST 661.05 FEET OF THE SOUTH 120 ACRES OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4014 W. 103RD Street, Oak Lawn, IL 60453. The Real Property tax identification number is 24-10-419-047-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated November 2, 2007 in the original principal amount of \$249,900.00 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of,

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consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$249,900.00; and (3) to amend the name of Lender to read as follows: **Harris N.A., as Successor by Merger with NLSB Bank, its successors and/or assigns**

This Modification of Mortgage reflects that the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption

(4) the following paragraphs are hereby added to the Mortgage:

**Cross-Collateralization**

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable

**Waiver of Right of Redemption**

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**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 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 2, 2007.**

GRANTOR:

X


  
John Juliano

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LENDER:

HARRIS N.A.

X *[Signature]*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Will )

On this day before me, the undersigned Notary Public, personally appeared **John Iuliano**, 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.

Given under my hand and official seal this 27<sup>th</sup> day of November, 2007.

By *DaleAnn Kania* Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 7-30-11



