

UNOFFICIAL COPY

SH

RECORDATION REQUESTED BY:

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

6100181075

WHEN RECORDED MAIL TO:

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



Doc#: 0801146077 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/11/2008 02:50 PM Pg: 1 of 4

CT H25153884

45

This Modification of Mortgage prepared by:

Arpan A. Shah
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 December 28, 2007, is made and executed between PHILIP R GIBISCH and CHERYL A GIBISCH, Husband and Wife (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 2, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED 10/21/2004 AS DOCUMENT NO. 0429514279 IN COOK COUNTY, ILLINOIS RECORDS.

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

Please see attached legal description.

The Real Property or its address is commonly known as 1117 PEPPERTREE DR, Palatine, IL 60067. The Real Property tax identification number is 02-11-112-019-0000.

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 \$300,000.00, AND A CURRENT BALANCE OF \$17,374.85 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$325,000.00.

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: 6100181075


(Continued)

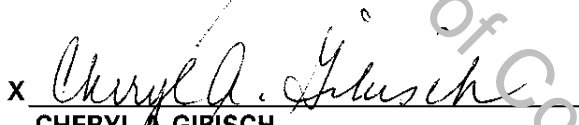
Page 2

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 DECEMBER 28, 2007.

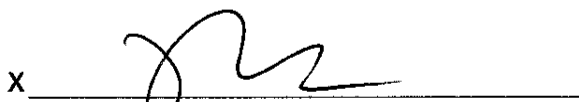
GRANTOR:

x 
PHILIP R GIBISCH

x 
CHERYL A GIBISCH

LENDER:

HARRIS N.A.

x 
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 6100181075

(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

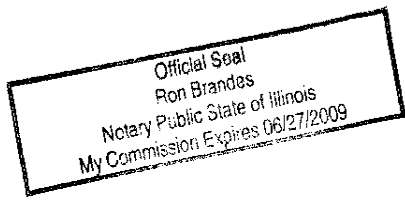
On this day before me, the undersigned Notary Public, personally appeared **PHILIP R GIBISCH and CHERYL A GIBISCH**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 28th day of December, 2007.

By [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



LENDER ACKNOWLEDGMENT

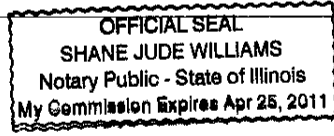
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 28th day of December, 2007 before me, the undersigned Notary Public, personally appeared Ron Brandes and known to me to be the 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 [Signature: Shane Jude Williams] Residing at _____

Notary Public in and for the State of IL

My commission expires 4-25-11



UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY Short Form Master Policy

YOUR REFERENCE: 13395987-6704901-2

POLICY NO.: 1408 H25155884 HE

STREET ADDRESS: 1117 PEPPERTREE DR, PALATINE, ILLINOIS 60067

DATE OF POLICY: 11/01/07

P.I.N.: ✓

AMOUNT OF INSURANCE: \$325,000.00

INSURED: HARRIS NA / 2326762 / BEATA

A. GRANTEE:
PHILIP R. GIBISCH AND CHERYL A. GIBISCH

MORTGAGE DATED 10/02/2004 AND RECORDED 10/21/2004 AS DOCUMENT NO. 0429514279 MADE BY PHILIP R. GIBISCH AND CHERYL A. GIBISCH TO HARRIS BANK TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$300,000.00 ✓

Interest

B. LEGAL DESCRIPTION:

LOT 19 IN BLOCK 7 IN PEPPER TREE FARMS UNIT NO. 2 BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 20484667 IN COOK COUNTY, ILLINOIS.

02-11-112-019-0000
✓

Property of Cook County Clerk's Office