

UNOFFICIAL COPY

Jim
RECORDATION REQUESTED BY:

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

6160191371

WHEN RECORDED MAIL TO:

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



Doc#: 0803046146 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/30/2008 03:02 PM Pg: 1 of 4

AT HARRIS N.A.

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

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 8, 2008, is made and executed between VIRGINIA DEPRIEST, UNMARRIED (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 10, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED FEBRUARY 25, 2005 AS DOCUMENT NO.0505605099 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 405 N WABASH UNIT 5101, Chicago, IL 60611. The Real Property tax identification number is 17-10-132-037-1668.

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 \$69,000 AND A CURRENT BALANCE OF \$58,346.75 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$100,000 .

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****(Continued)**

Loan No: 6100191371

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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 JANUARY 8, 2008.

GRANTOR:

x Virginia Depriest
VIRGINIA DEPRIEST

LENDER:

HARRIS N.A.

x [Signature]
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 6100191371

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **VIRGINIA DEPRIEST**, 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 8th day of January, 2008.

By Nancy Whitton Residing at 111 W Monroe St

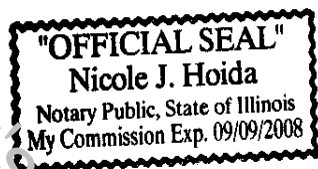
Notary Public in and for the State of IL

My commission expires Apr 25, 2011



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)



On this 8 day of January, 2008 before me, the undersigned Notary Public, personally appeared Nancy Whitton and known to me to be the notary, 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 Nicole J. Hoida Residing at 111 W. Monroe

Notary Public in and for the State of Illinois Chicago, IL 60603

My commission expires September 9, 2008

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CHICAGO TITLE INSURANCE COMPANY Short Form Master Policy

YOUR REFERENCE: 13395987-6679279-2

POLICY NO.: 1408 H25155062 HE

STREET ADDRESS: 405 N WABASH, UNIT 5101, CHICAGO, ILLINOIS 60611

DATE OF POLICY: 11/26/07

P.I.N.: 17-10-132-037-1668

AMOUNT OF INSURANCE: \$100,000.00

Both paid

INSURED: HARRIS NA 2291242 JULIE

A. GRANTEE:
VIRGINIA DEPRIEST

MORTGAGE TO BE MODIFIED: MORTGAGE DATED 02/10/2005 AND RECORDED 02/25/2005 AS DOCUMENT NO. 0505605099 MADE BY VIRGINIA DEPRIEST TO HARRIS TRUST & SAVINGS BANK TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$69,000.00.

TWO
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B. LEGAL DESCRIPTION:

PARCEL 1:

UNIT 5101 IN THE RIVER PLAZA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 3, 5, 8, 15, 16, 17, 19, 20, 22, LOTS 31 TO 39, BOTH INCLUSIVE, LOTS 41, AND 44 TO 48, BOTH INCLUSIVE, IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDN TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 94758753, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT OF THE PROPERTY AS SET FORTH IN THE RIVER PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT NUMBER 93758750.

PIN: 17-10-132-037-1668