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Doc#: 0814009025 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/19/2008 09:26 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

HARRIS NA
ATTN: JUDI DONOVAN
110 W. MAPLE STREET
NEW LENOX, IL 60451

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Richard Schrader, Documentation Specialist
Harris N.A./BLST

311 W. Monroe St., 6th Floor
Chicago, IL 60606-4684

LOAN #1004140016-41160716

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 7, 2008, is made and executed between Eugene Nestor, also known as John E. Nestor, an unmarried person, whose address is 7956 W. Tameling Court, Palos Hills, IL 60465 (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 June 7, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on June 17, 2002 as Document #0020675824 and Document #0020676192 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:

LOT 54 IN HENRY D. GILPIN'S SUBDIVISION OF BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1049 West Polk Court, Chicago, IL 60607. The Real Property tax identification number is 17-17-420-001-0000.

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 April 7, 2008 in the original principal amount of \$298,261.79 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, 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 \$298,261.79; (3) to amend the name of Lender to read as

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 41160716

follows: Harris N.A., as Successor by Merger with NLSB Bank, its successors and/or assigns; and (4) the following paragraph is hereby added to the Mortgage:

Due on Sale

Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

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 APRIL 7, 2008.

GRANTOR:

X John E. Nestor
Eugene Nestor, also known as John E. Nestor

LENDER:

HARRIS N.A.
X [Signature]
Authorized Signer

Adair County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 41160716

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

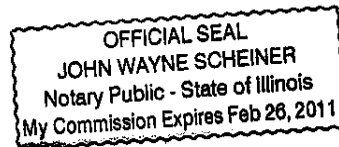
STATE OF ILLINOIS

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) SS

COUNTY OF WILL

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On this day before me, the undersigned Notary Public, personally appeared **Eugene Nestor, also known as John E. Nestor**, 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 14th day of APRIL, 2008.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 2-26-2011

LENDER ACKNOWLEDGMENT

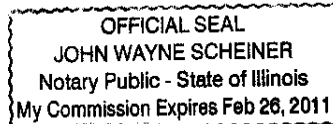
STATE OF ILLINOIS

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COUNTY OF WILL

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On this 14th day of APRIL, 2008 before me, the undersigned Notary Public, personally appeared DAN GALLAGHER and known to me to be the Vice President, 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] Residing at _____

Notary Public in and for the State of IL

My commission expires 2-26-2011

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MODIFICATION OF MORTGAGE (Continued)

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