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Doc#: 0817501062 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/23/2008 11:26 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Harris N.A./BLST
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

World Title Guaranty, Inc.
880 N. York Road
Elmhurst, IL 60126 #25372 1/1

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Richard Schrader, Documentation Specialist
Harris N.A./BLST
311 W. Monroe Street, 6th Floor
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 26, 2008, is made and executed between Charles Martinez, a married person, whose address is 221 Lido Trail, Bartlett, IL 60103 (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 April 10, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on April 22, 2008 as Document #0811341017 and Document #0811341018 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 20 IN BLOCK 4 IN DICKEY'S 4TH ADDITION TO CHICAGO, A SUBDIVISION OF PARTS OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1000 North Drake Ave, also known as 3544 West Augusta Boulevard, Chicago, IL 60651. The Real Property tax identification number is 16-02-404-040-0000.

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 May 26, 2008 in the original principal amount of \$348,000.00 to Lender bearing a fixed interest rate 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 \$348,000.00.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 333151

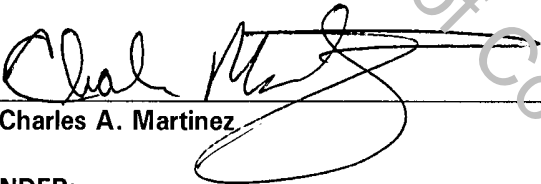
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CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender 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 endorser 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.

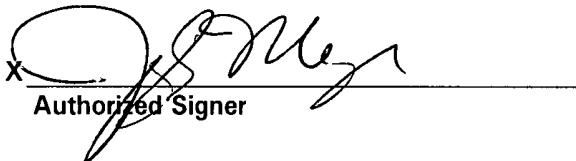
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 26, 2008.

GRANTOR:

x 
 Charles A. Martinez

LENDER:

HARRIS N.A.

x 
 Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

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Loan No: 333151

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
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 COUNTY OF DuPage)

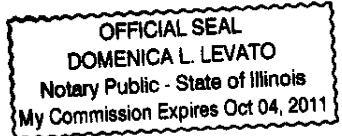
On this day before me, the undersigned Notary Public, personally appeared **Charles A. Martinez**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of June, 2008.

By Domenica L. Levato Residing at Glendale Hts, IL 60139

Notary Public in and for the State of IL

My commission expires 10/4/2011



LENDER ACKNOWLEDGMENT

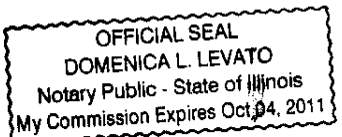
STATE OF IL)
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 COUNTY OF DuPage)

On this 2nd day of June, 2008 before me, the undersigned Notary Public, personally appeared Jay Meyer and known to me to be the AVP, authorized agent for Harris N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Harris N.A., duly authorized by Harris N.A. 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 in fact executed this said instrument on behalf of Harris N.A.

By Domenica L. Levato Residing at Glendale Hts, IL 60139

Notary Public in and for the State of IL

My commission expires 10/4/2011



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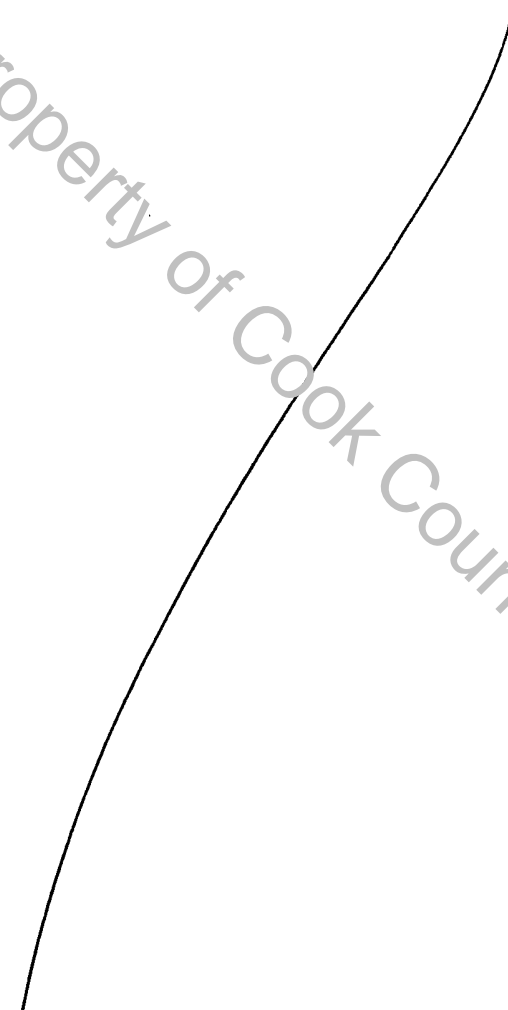
MODIFICATION OF MORTGAGE

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Loan No: 333151

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