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WHEN RECORDED MAIL TO:

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

Doc#: 0830308192 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/29/2008 12:19 PM Pg: 1 of 6

Handwritten: 0830308192

FOR RECORDER'S USE ONLY

Handwritten: 6

This Modification of Mortgage prepared by:
Lynn T. Smith, Documentation Specialist
Harris N.A./BLST
311 W. Monroe Street, 6th Floor
Chicago, IL 60606

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 8, 2008, is made and executed between Anthony J. Iuliano, not personally but as Trustee of The Anthony J. Iuliano Revocable Trust dated December 1, 2004, and Mary A. Iuliano, not personally but as Trustee of The Mary A. Iuliano Revocable Trust dated December 1, 2004, each to an undivided 1/2 interest, whose address is 5807 S. Merimac Avenue, Chicago, IL 60638 (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 October 8, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on October 17, 2003 as Document #0329003000 and Document #0329003001 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:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 6930-32 W. 62nd Street, Chicago, IL 60638. The Real Property tax identification number is 19-18-302-028-0000 & 19-18-302-028-0000.

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 October 8, 2008 in the original principal amount of \$138,089.34 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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 71444

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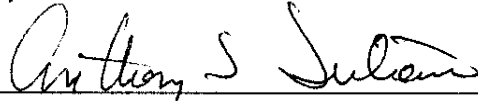
mortgage, exceed the amount of \$138,089.34; (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Harris Bank Argo, its successors and/or assigns; and (4) to amend the name of Grantor to read as follows: Anthony J. Iuliano, not personally but as Trustee of The Anthony J. Iuliano Revocable Trust dated December 1, 2004, and Mary A. Iuliano, not personally but as Trustee of The Mary A. Iuliano Revocable Trust dated December 1, 2004, each to an undivided 1/2 interest.

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 OCTOBER 8, 2008.

GRANTOR:

THE ANTHONY J IULIANO REVOCABLE TRUST DATED DECEMBER 1, 2004

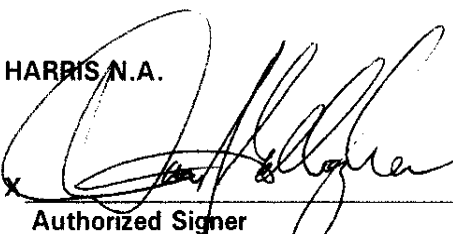
By: 
 Anthony J. Iuliano, Trustee of The Anthony J Iuliano
 Revocable Trust dated December 1, 2004

THE MARY A. IULIANO REVOCABLE TRUST DATED DECEMBER 1, 2004

By: 
 Mary A. Iuliano, Trustee of The Mary A. Iuliano Revocable
 Trust dated December 1, 2004

LENDER:

HARRIS N.A.


 Authorized Signer

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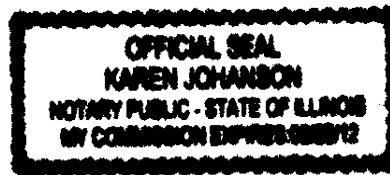
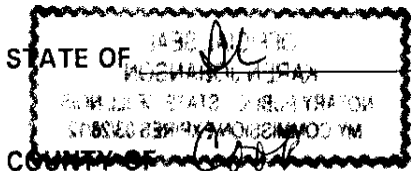
MODIFICATION OF MORTGAGE

(Continued)

Loan No: 71444

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TRUST ACKNOWLEDGMENT



On this 20 day of October, 2008 before me, the undersigned Notary Public, personally appeared **Anthony J. Iuliano**, Trustee of **The Anthony J Iuliano Revocable Trust dated December 1, 2004**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Karen Johanson Residing at Orland Park

Notary Public in and for the State of IL

My commission expires 3/28/12

Office of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 71444

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
)
 COUNTY OF Cook



On this 20 day of October, 2008 before me, the undersigned Notary Public, personally appeared **Mary A. Iuliano, Trustee of The Mary A. Iuliano Revocable Trust dated December 1, 2004**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Karen Johanson Residing at Orland Pk.

Notary Public in and for the State of Ill

My commission expires 3/28/12

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
) SS
)
 COUNTY OF Cook)



On this 20th day of October, 2008 before me, the undersigned Notary Public, personally appeared Dan Gallagher and known to me to be the lender, 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 Karen Johanson Residing at Oiland Pk.

Notary Public in and for the State of IL

My commission expires 3/28/12

CLERK'S OFFICE OF COOK COUNTY

UNOFFICIAL COPY**Exhibit "A"****PARCEL 1:**

THE EAST 107.33 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES) OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE (AS DEDICATED BY INSTRUMENT RECORDED SEPTEMBER 23, 1957 AS DOCUMENT 17017838) WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE, A DISTANCE OF 23.0 FEET; THENCE WESTERLY ALONG A LINE 23.0 FEET NORTH OF (AS MEASURED PARALLEL WITH AND PERPENDICULAR TO) SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, A DISTANCE OF 260.0 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 228.65 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH SAYRE AVENUE AS SHOWN ON PLAT RECORDED OCTOBER 16, 1962 AS DOCUMENT 18618830; THENCE NORTHERLY ALONG SAID EAST LINE OF SOUTH SAYRE AVENUE, A DISTANCE OF 200.0 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18 A DISTANCE OF 228.91 FEET TO A POINT 260.0 FEET WEST OF SAID WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE, A DISTANCE OF 200.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE (AS DEDICATED BY INSTRUMENT RECORDED SEPTEMBER 23, 1957 AS DOCUMENT NUMBER 17017838) WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 18; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE, A DISTANCE OF 23.0 FEET; THENCE WESTERLY ALONG A LINE 23.0 FEET NORTH OF (AS MEASURED PARALLEL WITH AND PERPENDICULAR TO) SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, A DISTANCE OF 260.0 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 228.65 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH SAYRE AVENUE AS SHOWN ON PLAT RECORDED OCTOBER 16, 1962 AS DOCUMENT NUMBER 18618830; THENCE NORTHERLY ALONG SAID EAST LINE OF SOUTH SAYRE AVENUE, A DISTANCE OF 200.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, A DISTANCE OF 228.91 FEET TO A POINT 260.0 FEET WEST OF SAID RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE, A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING (EXCEPT THE WEST 14 FEET OF SAID TRACT, AND EXCEPT THE EAST 107.33 FEET AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF OF SAID TRACT), IN COOK COUNTY, ILLINOIS.