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Doc#: 0835308124 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/18/2008 10:59 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

H29194238

FOR RECORDER'S USE ONLY

CTIC-HE

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This Modification of Mortgage prepared by:

Evelyn Jackson, Documentation Specialist
Harris N.A./BLST
311 W. Monroe Street, 6th Floor
Chicago, IL 60606-4684

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 2, 2008, is made and executed between Habitat for Humanity Chicago South Suburbs, whose address is 139 W. Joe Orr Road, Chicago Heights, IL 60411 (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 September 17, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A MORTGAGE RECORDED ON OCTOBER 20, 2008, AS DOCUMENT #0829446072 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:

LOTS 11 AND 12 IN BLOCK 8, IN PERCY WILSON'S WASHINGTON PARK SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 421 E. 167th Street, Harvey, IL 60426. The Real Property tax identification number is 29-21-315-022-000 and 29-21-315-023.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following: (1) the above referenced Mortgage now secures a Promissory Note dated December 2, 2008 in the original principal amount of \$100,000.00 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 \$100,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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(Continued)**

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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 DECEMBER 2, 2008.

GRANTOR:

HABITAT FOR HUMANITY CHICAGO SOUTH SUBURBS

By: 

David S. Tracy, Executive Director of Habitat for Humanity
Chicago South Suburbs

LENDER:

HARRIS N.A.

X 

Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

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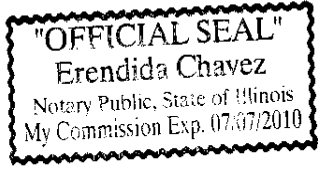
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 2nd day of December, 2008 before me, the undersigned Notary Public, personally appeared Wendy Evans and known to me to be the _____, 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 *Freydita* Residing at Chicago Heights
 Notary Public in and for the State of Illinois

My commission expires 7/7/10



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MODIFICATION OF MORTGAGE

(Continued)

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CORPORATE ACKNOWLEDGMENT

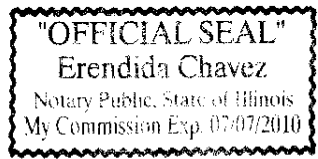
STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 2nd day of December, 2008 before me, the undersigned Notary Public, personally appeared **David S. Tracy, Executive Director of Habitat for Humanity Chicago South Suburbs**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Erendida Chavez Residing at Chicago Heights

Notary Public in and for the State of Illinois

My commission expires 7/7/10



COOK County Clerk's Office