

UNOFFICIAL COPY



1019447105

WHEN RECORDED MAIL TO:
Harris N.A./C&CLS
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

Doc#: 1019447105 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/13/2010 03:04 PM Pg: 1 of 4

4392107(1/1)

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Nancy Kuhn, Documentation Specialist
Harris N.A./CCLS
311 W. Monroe Street, 6th Floor
Chicago, IL 60606

GIT 79 (NA)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 17, 2010, is made and executed between Ronald F. Aumueller and Joy A. Aumueller, as joint tenants, whose address is 9050 West Oak Crest 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 October 17, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on October 29, 2008 as Document #0830308170 and Document #0830308171 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 10 IN CRESTWOOD DEVELOPMENT BEING A SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 40 ACRES OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 60 ACRES OF THE NORTHWEST 1/4 AND NORTH OF THE SOUTH 580 FEET OF SAID NORTHWEST 1/4, EXCEPT THE WEST 50 FEET THEREOF TAKEN FOR HIGHWAY, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 13642-13660 S. Kenton Avenue aka 4600 W. 137th Street, Crestwood, IL 60445. The Real Property tax identification number is 28-03-100-058-0000.

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 17, 2010 in the original principal amount of \$719,249.04 to Lender bearing a fixed interest rate and a Promissory Note dated April 17, 2010 in the original principal amount of \$472,500.00 to Lender bearing a fixed interest rate, together

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

Loan No: 334665

Page 2

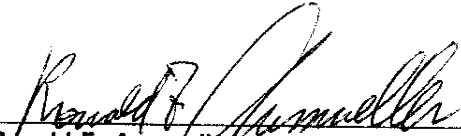
with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; and

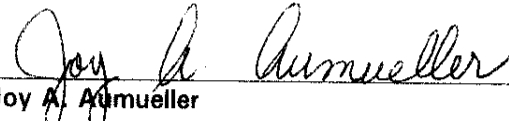
(2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$1,191,749.04.

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 17, 2010.

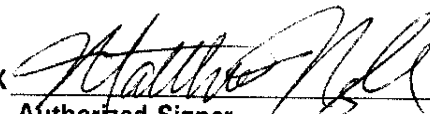
GRANTOR:

X 
Ronald F. Aumüller

X 
Joy A. Aumüller

LENDER:

HARRIS N.A.

X 
Authorized Signer

UNOFFICIAL COPY

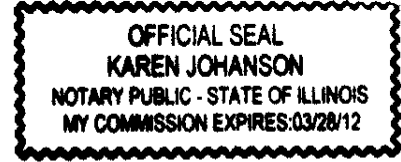
MODIFICATION OF MORTGAGE (Continued)

Loan No: 334665

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **Ronald F. Aumueller and Joy A. Aumueller**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of May, 2010.

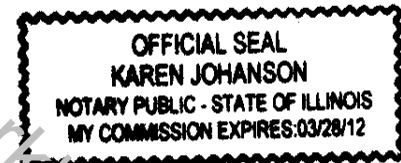
By Karen Johanson Residing at Orland Park

Notary Public in and for the State of IL

My commission expires 3/28/12

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)



On this 28th day of May, 2010 before me, the undersigned Notary Public, personally appeared Matthew Nagle 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 Orland Park

Notary Public in and for the State of IL

My commission expires 3/28/12

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 334665

Page 4

LASER PRO Lending, Ver. 5.48.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2010. All Rights Reserved. - IL L:\LASERPRO\A2\CFI\LPL\G201.FC TR-29460 PR-14



Property of Cook County Clerk's Office

