

UNOFFICIAL COPY



Doc#: 1028808523 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/15/2010 02:05 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:

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



Doc#: Fee: \$2.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/15/2010 02:05 PM Pg: 0

FOR RECORDER'S USE ONLY

Has 239 937

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

CTIC-HE

Extra

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 27, 2010, is made and executed between Yogesh R. Patel, whose address is 1329 Sable Drive, Addison, IL 60101; Bhaderesh R. Patel, whose address is 1329 Sable Drive, Addison, IL 60101 and Divaykant R. Patel, whose address is 1329 Sable Drive, Addison, IL 60101 (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 23, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on July 11, 2005 as Document #0519211401 and Document #0519211402 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 20, 21, 22, 23, 24, 25, 26, 27, 28, AND 29 IN BLOCK 19 IN BERWYN, A SUBDIVISION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6843-6847 W. Ogden Avenue, Berwyn, IL 60402. The Real Property tax identification number is 16-31-306-018-0000; 16-31-306-032-0000; 16-31-306-033-0000; 16-31-306-034-0000; 16-31-306-035-0000; 16-31-306-036-0000; 16-31-306-037-0000; 16-31-306-038-0000; 16-31-306-039-0000.

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 September 28, 2010 in the original principal amount of \$702,685.55 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of,

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 339067

(Continued)

Page 2

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 \$702,885.55; (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Villa Park Trust & Savings Bank, its successors and/or assigns; (4) the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption; and (5) the following paragraphs are hereby added to the Mortgage:

Cross-Collateralization

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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.

Waiver of Right of Redemption

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 339067

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 28, 2010.

GRANTOR:

Yogesh R. Patel
Yogesh R. Patel

Bhaderesh R. Patel
Bhaderesh R. Patel

Divaykent R. Patel
Divaykent R. Patel

LENDER:

HARRIS N.A.

Kelli D. [Signature]
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 339067

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 28, 2010.

GRANTOR:

Yogesh R. Patel

Bhaderesh R. Patel

Divaykant R. Patel

LENDER:

HARRIS N.A.

x Kelli Wheeler
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 339067

Page 4

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **Yogesh R. Patel**, 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 _____ day of _____, 20_____.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **Bhaderesh R. Patel**, 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 _____ day of _____, 20_____.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 339067

(Continued)

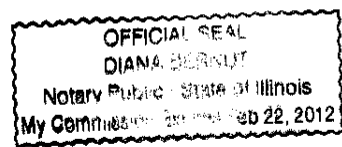
Page 4

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF DuPage

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **Yogesh R. Patel**, 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 30 day of September, 2010.

By _____ Residing at DuPage, Cook

Notary Public in and for the State of IL

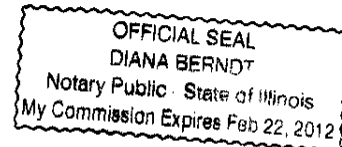
My commission expires 2/22/2012

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF DuPage

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **Bhadresh P. Patel**, 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 30th day of September, 2010.

By _____ Residing at DuPage, Cook

Notary Public in and for the State of IL

My commission expires 2/22/2012

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 339067

Page 5

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF DuPage

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared Divaykant R. Patel, 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 30th day of September, 2010.

By _____ Residing at DuPage County

Notary Public in and for the State of IL

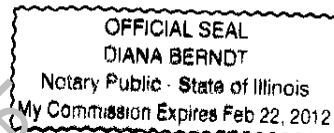
My commission expires 2/22/2012

LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF DuPage

)
) SS
)



On this 30th day of September, 2010 before me, the undersigned Notary Public, personally appeared Kelli D. White and known to me to be the Agent, 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 _____ Residing at DuPage County

Notary Public in and for the State of IL

My commission expires 2/22/2012

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 339067

Page 6

LASER PRO Lending, Ver. 5.52.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2010. All Rights Reserved. - IL L:\LASERPRO\A2\CF\LPL\G201.FC TR-29984 PR-14

Property of Cook County Clerk's Office

