

# UNOFFICIAL COPY



HM

**RECORDATION REQUESTED BY:**

HARRIS N.A.  
111 W. MONROE STREET  
P.O. BOX 755  
CHICAGO, IL 60690

Doc#: 1115150010 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/31/2011 10:37 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Harris Consumer Lending  
Center  
3800 Golf Road Suite 300  
P.O. Box 5041  
Rolling Meadows, IL 60008

**PRISM TITLE**  
1011 E. Touhy Ave. #350  
Des Plaines, IL 60018  
11021652 3013

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

**SUPATTRA SANGERN**  
Harris Consumer Lending Center  
3800 Golf Road Suite 300 P.O. Box 5041  
Rolling Meadows, IL 60008

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated May 3, 2011, is made and executed between **STEVEN R TOBIAS** and **ELIZABETH A TOBIAS** (referred to below as "Grantor") and **HARRIS N.A.**, whose address is 111 W. MONROE STREET, P.O. BOX 755, CHICAGO, IL 60690 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 24, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED MAY 13, 2008 AS DOCUMENT NO. 0813446105 IN OFFICIAL RECORDS OF COOK COUNTY ILLINOIS.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in COOK County, State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 5 W CANTERBURY DR, ARLINGTON HEIGHTS, IL 60004. The Real Property tax identification number is 03-17-110-006-0000.

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

**THE CREDIT LIMIT OF \$45,000.00 ON THE EQUITY LINE CREDIT AGREEMENT AND DISCLOSURE, AS DESCRIBED IN THE MORTGAGE STATED ABOVE, IS HEREBY MODIFIED AND DECREASED TO A NEW CREDIT LIMIT OF \$17,500.00.**

**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

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## MODIFICATION OF MORTGAGE

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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 MAY 3, 2011.**


GRANTOR:

x   
STEVEN R TOBIAS

x   
ELIZABETH A TOBIAS

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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### INDIVIDUAL ACKNOWLEDGMENT

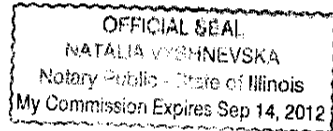
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **STEVEN R TOBIAS and ELIZABETH A TOBIAS**, 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 16<sup>th</sup> day of May, 2011.  
 By Natalia Vyshnevskaya Residing at Des Plaines, IL

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )



On this 3RD day of MAY, 2011 before me, the undersigned Notary Public, personally appeared HOLLY MARTINEZ and known to me to be the BANK OFFICER, 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 [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 5/20/2014

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## MODIFICATION OF MORTGAGE

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Fidelity National Title Insurance Company

Commitment Number: 11021652

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

LOT 6, BLOCK 2 OF BERKLEY SQUARE UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 03-17-110-006-0000

Property Address: 5 W. CANTERBURY DRIVE, ARLINGTON HEIGHTS, IL 60004

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