### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: BMO HARRIS BANK N.A. 111 W. MONROE STREET P.O. BOX 755 CHICAGO, IL 60690 1200-46158

Doc#: 1200946158 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 01/09/2012 12:54 PM 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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Joyce DeVoll
Harris Consumer Lending Center
3800 Golf Road Suite 300 P.O. Box £003
Rolling Meadows, IL 60008

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 28, 2011, is made and executed between Lana Stukey and David C Stukey, Husband and Wife as Joint Tenants (reformed to below as "Grantor") and BMO HARRIS BANK N.A., whose address is 111 W. MONROE STREET, P.C. BOX 755, CHICAGO, IL 60690 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated (uly 12, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED 08-12-2008 AS DOCUMENT NO.0822508167 IN Cook COUNT () ILLINOIS RECORDS.

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

SEE ATTACHED LEGAL

The Real Property or its address is commonly known as 2600 W Sunnyside Ave, Chicago, IL 60625. The Real Property tax identification number is 13-13-221-013-0000.

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

THE EQUITY LINE CREDIT AGREEMENT AND DISCLOSURE, AS DESCRIBED IN THE MORTGAGE STATED ABOVE, WITH A CREDIT LIMIT OF \$225,000.00, IS HEREBY MODIFIED AND DECREASED TO A CREDIT LIMIT OF \$191,000.00.

**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



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MODIFICATION OF MORTGAGE

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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 DECEMBER 28, 2011.

**GRANTOR:** 

Lana Stukey

David C Stukey

LENDER:

**BMO HARRIS BANK N.A.** 

Authorized Signer

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## DEFICIAL CO

Loan No: 6100302470

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INDIVIDUAL ACKNOWLEDGMENT ) SS COUNTY OF On this day before the, the undersigned Notary Public, personally appeared Lana Stukey and David C Stukey, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that the signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned Given under my land and of the sal this \_\_\_\_\_\_ day of \_\_\_\_\_\_ least \_\_\_\_\_, 20\_\_\_/\_. \_\_\_ Residing at \_\_\_\_ Ву Notary Public in and for the State of OFFICIAL SEAL ROBERT GLADKOWSKI My commission expires NOTARY PUBLIC - STATE OF ILLINOIS LENDER ACKNOWLEDGMENT STATE OF \_\_\_\_\_\_COUNTY OF \_\_\_\_\_COOK On this 28th day of December , 2011 before me the undersigned Notary Public, personally appeared Holly Martinez and known to me to be the Officer authorized agent for BMO HARRIS BANK N.A. that executed the within and longoing instrument and acknowledged said instrument to be the free and voluntary act and deed of BMO HARKIS FANK N.A., duly authorized by BMO HARRIS BANK 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 BMO HARRIS BANK N.A.. Residing at BMO Harris Bank N.A. Notary Public in and for the State of Illinois

My commission expires 5/21/14 "OFFICIAL SEAL" MARK GLOWA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES MAY 21, 2014

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Property of Cook County Clerk's Office

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### **UNOFFICIAL COPY**

#### LEGAL DESCRIPTION

LOT 38 AND THE EAST 1/2 OF LOT 39 IN BLOCK 21 IN RAVENSWOOD GARDENS, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH EAST OF THE SANITARY DISTRICT RIGHT OF WAY. CKA: 2600 W.
PIN#: 13-13-221-0.

COOK COUNTY CONTROL OF COUNTY CO EXCEPT THEREFROM THE RIGHT OF WAY OF THE NORTHWESTERN RAILROAD IN COOK COUNTY, ILLINOIS.