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Cook County Recorder

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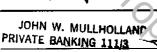


### **RECORDATION REQUESTED BY:**

Harris Trust and Savings Bank 111 W. Monroe P.O. Box 755 Chicago, IL 60690-0755

## WHEN RECORDED MAIL TO:

Consumer Credit - LLW Harris Trust and Savings Bank 111,W./Monroe, LLW Chicago, LL 60603



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

John W. Mulholland, The Private Bank 3E 111 W. Monroe St. LLW, P.O. Box 755 Chicago, Il 60690–0755



REI TITLE SERVICES #.

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 11. 1998, BETWEEN THOMAS L. COX, MARRIED TO ANNE H. COX (referred to below as "Grantor"), whose address is 1922 N. FREEMONT STREET, CHICAGO, IL 60614: and Harris Trust and Savings Bank (referred to below as "Lender"), whose address is 111 W. Monroe, P.O. Box 755, Chicago, IL 60690-0755.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 15, 1998 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

**RECORDED MAY 26, 1998 AS DOCUMENT NO. 98433513** 

**REAL PROPERTY DESCRIPTION.** The Mortgag Property") located in COOK County, State of Illinois: The Mortgage covers the following describer real property (the "Real

LOT 7 IN THE SUBDIVISION OF BLOCK 6 IN THE SUBDIVISION OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1922 N. FREEMONT STREET, CHICAGO, IL 60614. The Real Property tax identification number is 14-32-408-046-0000.

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

THE HARRIS BANK HOME EQUITY LINE CREDIT AGREEMENT AND DISCLOSURE, AS DESCRIBED IN THE MORTGAGE STATED ABOVE, WITH A CREDIT LIMIT OF \$200,000.00 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$280,000.00 SUBJECT TO AN INDEX RATE OF WALL STREET JOURNAL PRIME LESS 1/2%...

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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

12<sup>2</sup>11-1998 Loan No 0399087891

# UNDEFEATON DEMORTGOPY

(Continued)

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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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

| GRANTON:   |
|--|
| X Christa,   |
| THOMAS L. COX  |
|  |
|  |
| LEMBER.  |
| LENDER:  |
| Harris Trust and Savings Benk  |
| By: Vleee e  |
| Authorized Officer JOHN W. MULHOLLAND  |
| VICE PRESIDENT   |
|  |
| INDIVIDUAL ACKNOWLEDGMENT  |
|  |
| STATE OF //LINDIS "OFFICIAL SEAL" }  |
| Ruby Cortez<br>Notary Public, State of Illinois &  |
| COUNTY OF ( ) My Commission Exp. 10/23/2000 \$   |
| On this day before me, the undersigned Notary Public, personally appeared THOMAS L. COX, 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   |
| By Leuby (Title Residing at COOK COUNTY  |
| Notary Public in and for the State of //k/NO[?   |
| My commission expires $10/23/2000$   |
|  |

12-11-1998 Loan No 0399087891

(Continued)

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# LENDER ACKNOWLEDGMENT

| STATE OF   | Illinois  | )  |
|--|---|--|
|  |   | ) ss   |
| COUNTY OF  | Cook  | )  |
| appeared John Wauthorized agent instrument to be the board of directors. | I. Mulholland for the Lender that exec e free and voluntary act a crotherwise, for the uses | and known to me to be the <u>Vice President</u> outed the within and foregoing instrument and acknowledged said and purposes therein mentioned, and on oath stated that he or she is ad that the seal affixed is the corporate seal of said Lender.  |
| By Luby  | 006   | Residing at <u>Chicago</u> /khivois  |
| Notary Public in a   | nd for the State of   | inois (Correction of the Correction of the Corre |
| My commission ex   | (pires <u>/0/23/200</u> 0   | Ruby Cortez  Notary Public, State of Illinois  My Commission Exp. 10/23/2000   My Commission E |

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