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Acc 193 451 M. Drummond D1

RECORDATION REQUESTED BY:

PARK NATIONAL BANK
South Branch
1000 East 111th Street
Chicago, IL 60628



Doc#: 0612833127 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/08/2006 01:03 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

PARK NATIONAL BANK
South Branch
1000 East 111th Street
Chicago, IL 60628

SEND TAX NOTICES TO:

PARK NATIONAL BANK
South Branch
1000 East 111th Street
Chicago, IL 60628

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by.

Kenneth O'Malley, Documentation Officer
PARK NATIONAL BANK
1000 East 111th Street
Chicago, IL 60628

1034049-122

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2006, is made and executed between Trust Officer and Land Trust Officer, personally but as Trustees on behalf of U.S. Bank, N.A. f/k/a/ Firststar Bank, N.A., Trust #5971, whose address is 104 North Oak Park Avenue, Oak Park, IL 60301 (referred to below as "Grantor") and **PARK NATIONAL BANK**, whose address is 1000 East 111th Street Chicago, IL 60628 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 27, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Cook County Recorder's Office on March 16, 2004 as document number 0407640263.

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

THE SOUTH 18 FEET OF LOT 41 AND THE NORTH 17 FEET OF LOT 40 IN BLOCK 3 IN SUBDIVISION OF THE SOUTHEAST 1/4 OF LOT 6 IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 18), IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1160 South Gunderson, Oak Park, IL 60302. The Real Property tax identification number is 16-18-428-005-0000.

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

The Maximum Lien amount and Note are hereby increased from \$350,000.00 to \$400,000.00.

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

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Box 400-CTCC

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 1034049-122

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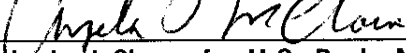
performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all 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 FEBRUARY 1, 2006.

GRANTOR:

SEE TRUSTEE EXONERATION RIDER ATTACHED & MADE A PART HEREOF

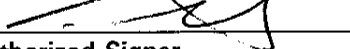
U.S. BANK, N.A., NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1991 AND KNOWN AS TRUST NUMBER 5971C

By:  Land Trust Officer
 Authorized Signer for U.S. Bank, N.A., not personally but as
 Trustee under Trust Agreement dated November 26, 1991 and
 known as Trust Number 5971C

By:  Land Trust Officer
 Authorized Signer for U.S. Bank, N.A., not personally but as
 Trustee under Trust Agreement dated November 26, 1991 and
 known as Trust Number 5971C

LENDER:

PARK NATIONAL BANK

X 
 Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 1034049-122

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF IL)

) SS

COUNTY OF Cook)

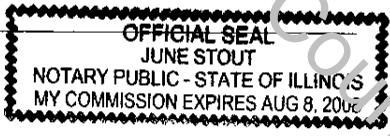
On this 24th day of April 2006 before me, the undersigned Notary Public, personally appeared Angela McClain & Mary Figiel both Land Trust Officers

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at IL

Notary Public in and for the State of IL

My commission expires _____



Cook County Clerk's Office

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GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by U.S. BANK, N.A., not personally but as Trustee under Trust No. 5971 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.