## **UNOFFICIAL COPY**

PARK NATIONAL BANK 801 N. CLARK STREET CHICAGO, IL 60610

WHEN RECORDED MAIL TO: PARK NATIONAL BANK 801 N. CLARK STREET CHICAGO, IL 60610



Doc#: 0617704200 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 06/26/2006 01:34 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Jill Igaravidez, Loan Decumentation
PARK NATIONAL BANK
801 N. CLARK STREET
CHICAGO, IL 60610

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 18 2006, is made and executed between Farhad Nikamalfard, whose address is 3235 Wilmette Avenue, Wilmette, Illinois 60091 (referred to below as "Grantor") and PARK NATIONAL BANK, whose address is 801 N. CLARK STREET, CHICAGO, IL 60610 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 6, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 13, 2005 in the office of the Cook County Recorder of Deeds as Document Number 0525614279, modified by a Modification of Mortgage dated Marc!: 1, 2006.

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

THAT PART OF LOT 4 IN THE RESUBDIVISION OF BLOCK 8 IN PARK ADDITION TO WINNETKA IN THE SOUTH 1/2 OF FRACTIONAL SECTIONS 16 AND 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEACT CORNER OF SAID LOT 4 AND RUNNING THENCE WEST ALONG THE SOUTH LINE THEREOF, 223 FEET, THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE, 147 FEET, THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SHERIDAN ROAD, BEING THE NORTHEASTERLY LINE OF SAID LOT 4, AND THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 4, 244.88 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART OF THE SOUTH 25 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF LOT 4 IN THE RESUBDIVISION OF BLOCK 8 IN PARK ADDITION TO WINNETKA AS RECORDED UNDER DOCUMENT NO. 1049627 LYING EAST OF A LINE DRAWN NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 4 FROM A POINT IN SAID SOUTH LINE 223 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 4) IN SECTIONS 16 AND 17 IN VILLAGE OF WINNETKA, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 750 Sheridan Road, Winnetka, IL 60093. The Real Property tax identification number is 05-16-101-017-0000.

Box 400-CTCC

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

Effective the date of this Modification, i) the definition of the word Note is hereby restated in its entirety the word "Note" shall mean, the Replacement Promissory Note dated May 18, 2006 evidencing an advancing line of credit in the original principal amount of \$2,229,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note; and ii) the definition of Maximum Lien shall be amended as follows: At no time shall the principal amount of the Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$4,458,000.00.

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 Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Morage ge 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 No.e, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or enderser, 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 chances 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 THIL DUNNING CICHT'S OFFICE MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 18, 2006.

**GRANTOR:** 

Farhad Nikamalfard

LENDER:

PARK NATIONAL BAN

Authorized Signer

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(Continued) Page 3 Loan No: 501889/005 INDIVIDUAL ACKNOWLEDGMENT STATE OF \_\_\_\_\_ ) SS On this day before me, the undersigned Notary Public, personally appeared Farhad Nikamalfard, 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. 18th day of \_\_\_\_\_\_, 20 to Given under my hand and official seal this\_ Residing at Work Cty, 1L Notary Public in and for the State of \_ 1940 944444444444444444 My commission expires 11.73-08"OFFICIAL SEAL" JILL J. IGARAVIDEZ Notary Public, State of Illinois My Commission Expires 11/23/08 LENDER ACKNOWLEDGMENT COUNTY OF \_\_\_\_\_\_\_\_ On this \_\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_ © before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ under Brown \_\_\_\_\_ and known to me to pothe \_\_\_\_\_ Uffluer , authorized agent for the Lender that executed the within and foregoing incurment and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said

Junuary Residing at Cook Cty, 12 Notary Public in and for the State of \_\_\_\_\_

Lender.

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

OFFICIAL SEAL" JILL J. IGARAVIDEZ Notary Public, State of Illinois My Commission Expires 11/23/08 

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