

UNOFFICIAL COPY

ION REQUESTED BY:
PARK NATIONAL BANK, a
national banking association
801 NORTH CLARK STREET
CHICAGO, IL 60610



Doc#: 0634702160 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/13/2006 01:16 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, a
national banking association
801 NORTH CLARK STREET
CHICAGO, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Sue Remegi, Loan Documentation Officer
PARK NATIONAL BANK, a national banking association
801 NORTH CLARK STREET
CHICAGO, IL 60610

Recorder Title
Service, Inc.

6347-0032

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 21, 2006, is made and executed between Cassidy Brothers, Inc., whose address is 441 S. County Line, Franklin Park, IL 60106 (referred to below as "Grantor") and PARK NATIONAL BANK, a national banking association, whose address is 801 NORTH CLARK STREET, CHICAGO, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 1, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 30, 2004 as Document Number 0421220164 in the Cook County Recorder of Deeds Office.

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

THE NORTH 100 FEET OF THAT PART OF LOT 1 LYING WEST OF A LINE 200 FEET (AS MEASURED ALONG THE NORTH LINE) EAST OF AND PARALLEL TO THE EAST LINE OF MOUNT PROSPECT ROAD IN NUZZO'S SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 17, 1965, AS DOCUMENT NO. 19560126 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 441 S. County Line Road, Franklin Park, IL 60131. The Real Property tax identification number is 12-19-100-073-0000.

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

Effective as of the date of this Modification, Lender and Grantor hereby modify the Mortgage as follows:

"Note. The word "Note" means collectively, (i) the Promissory Note dated November 21, 2006 in the

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 01500500049-3

(Continued)

Page 2

original principal amount of \$2,500,000.00 executed and delivered by Borrower to Lender; (ii) the Promissory Note dated August 1, 2005 in the original principal amount of \$2,000,000.00 executed and delivered by Borrower to Lender; and (iii) the Promissory Note dated August 29, 2003 in the original principal amount of \$448,000.00 executed and delivered by Borrower and Daniel J. Cassidy to Lender, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for any of the foregoing promissory notes. The Note may contain a variable interest rate and the latest maturity date is August 1, 2009, which may be extended at the Bank's sole option from time to time. Each Note contains the repayment terms of the obligations evidenced thereby.

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 parties, makers and endorser 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 NOVEMBER 21, 2006.


GRANTOR:

CASSIDY BROTHERS, INC.

By: 
James M. Cassidy, President of Cassidy Brothers, Inc.

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 01500500049-3

(Continued)

Page 3

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 21st day of November, 2006 before me, the undersigned Notary Public, personally appeared **James M. Cassidy, President of Cassidy Brothers, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Laurie Sampson Residing at 413 E. Lincoln, Mt. Prospect

Notary Public in and for the State of Illinois

My commission expires March 12, 2009



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 01500500049-3

(Continued)

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

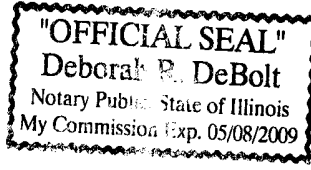
COUNTY OF Cook)

On this 21st day of November, 2008 before me, the undersigned Notary Public, personally appeared Christopher J Newton and known to me to be the Senior Vice President, authorized agent for the Lender that executed the within and foregoing instrument 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 Lender.

By Deborah R DeBolt Residing at 50 N Clark St Chicago IL 60610

Notary Public in and for the State of Illinois

My commission expires 05/08/2009



PROPERTY OF COOK COUNTY CLERK'S OFFICE