UNOFFICIAL COPY

RECORDATION REQUESTED BY:

GreatBank Chicago GBC Skokie Office 3300 West Dempster Street Skokie, IL 60076

WHEN RECORDED MAIL TO:

GreatBank Chicago GBC Skokie Office 3300 West Dempster Street Skokie, IL 60076

SEND TAX NOTICES TO:

Park National Bank 6400 W. North Avene Chicago, IL 60707 9/03/25/04

Doc#: 0700326204 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 01/03/2007 04:18 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Lender, Commercial Lending Dependent

GreatBank a National Association
3300 W. Dempster
Skokie, IL 60076

o connor Title Services, Inc.

1003-0024

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 21, 2006, is made and executed between Park National Bank, successor trustee to Cosmopolitan Bank and Trust, successor trustee to Austin Bank of Chicago, not personally but as Trustee on behalf of Park National Bank, an Illinois Banking Corporation, under Trust Agreement dated June 29, 2001 and known as Trust Number 1848, whose address is 801 N. Clark Street, Chicago, IL. 60610 (referred to below as "Grantor") and GreatBank Chicago, whose address is 3300 West Dempster Street, Skokie, IL 60076 (referred to below as "Lender")

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 30, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 28, 2001 with the Cook County Recorder of Deeds as Document Number 0011116321, Assignment of Rents dated October 30, 2001 and recorded on November 28, 2001 with the Cook County Recorder of Deeds as Document Number 0011116322.

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

LOT 3 IN HEANEY'S SUBDIVISION OF LOTS 6 TO 10 BOTH INCLUSIVE, IN BLOCK 2 OF WOLFRAM'S SUBDIVISION OF LOT 8 OF CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, 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 800 West Diversy Parkway, Chicago, IL 60614. The Real Property tax identification number is 14-29-230-032-0000.

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

Renewing maturing loan balance of \$740,356.64 at a fixed interest rate of 7.50% per annum for a five year term, amortized over a 20 year schedule. Maturity Date is December 10, 2011.

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(Continued)

Loan No: 74238501

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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 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 GRANTON AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED **DECEMBER 21, 2006.**

GRANTOR:

PARK NATIONAL BANK

iste.
Ounit Clarks Office For signatures, notary and exculpatory provisions of Trustee, see Rider attached hereto which is expressly incorporated herein and made a part hereof.

By:

Park National Bank, Land Trust Officer

Richard Roberts

LENDER:

GREATBANK CHICAGO

Authorized

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This Modification Agreement is executed by the Trastee, Park National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Park National Bank possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Park National Bank, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Park National Bank as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

PARK NATIONAL BANK, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY.

BY:

ice/President/Trust Officer

ATTEST:

and Trust Administrator

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aicrecaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Hand Trust NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Land Trust Administrator, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth, and the said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth.

204NA

GIVEN under my hand and Notarial Seal, this 21st day of December A.D., 2006.

NOTARY PUBLIC

"OFFICIAL SEAL"
Jamie L. Payne
Notary Public, State of Illinois
My Commission Exp. 12/13/2008

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UNOFFICIAL COP MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 74238501

LENDER ACKN STATE OF	ted the Modification of Mortgage and acknowledged the ne trust, by authority set forth in the trust documents or, entioned, and on oath stated that he or she is authorized ration on behalf of the trust. Residing at
On this	before me, the undersigned Notary rust Officer, of Park National Bank, and known to me ted the Modification of Mortgage and acknowledged the ne trust, by authority set forth in the trust documents or, entioned, and on oath stated that he or she is authorized ration on behalf of the trust. Residing at
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to be an authorized trustee or agent of the trust that exect Modification to be the free and voluntary act and deed of the by authority of statute, for the uses and purposes therein meto execute this Modification and in fact executed the Modification and in fact executed the Modification and for the State of My commission expires LENDER ACKN STATE OF COUNTY OF Cook On this 2rd day of Fan Public, personally appeared Inchested Roberts Multient, authorized agent for the Lender to	ted the Modification of Mortgage and acknowledged the ne trust, by authority set forth in the trust documents or, entioned, and on oath stated that he or she is authorized ration on behalf of the trust. Residing at
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when authorized agent for the Lender t	before me, the undersigned Notary and known to me to re the UCO
Lender through its board of directors or otherwise, for the u that he or she is authorized to execute this said instrument Lender.	act and deed of the said Lender, duly authorized by the ses and purposes therein mentioned, and on oath stated
By MSNS	Residing at BBC Slich(1)
Notary Public in and for the State of <u>Elenois</u>	
My commission expires	MARIA STOLIS MY COMMISSION EXPIRES NOVEMBER 30, 2009