

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
PARK NATIONAL BANK, a  
national banking association  
Bank Headquarters  
801 N Clark St  
Chicago, IL 60610



Doc#: 0700926294 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/09/2007 04:07 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
Park National Bank  
South Branch  
1000 East 111th Street  
Chicago, IL 60628

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Wendy Champion, Vice President  
PARK NATIONAL BANK, a national banking association  
1000 E. 111th Street  
Chicago, IL 60628

Connor Title  
Services, Inc.

7009-0032

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 27, 2006, is made and executed between , not personally but as Trustee on behalf of Cosmopolitan Bank and Trust (referred to below as "Grantor") and PARK NATIONAL BANK, a national banking association, whose address is 801 N Clark St, Chicago, IL 60610 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 19, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 25, 2005 as Document # 0529845081.

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

Lot 4 (except the South 58 11/12 feet) in Blanchard Subdivision of Lot 8 in Block 3 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 231-233 S. Halsted, Chicago, IL 60606. The Real Property tax identification number is 17-16-110-004.

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

Increase principal amount to \$176,000.00.

**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 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

\* Park National Bank  
Successor Trustee to  
Cosmopolitan Bank & Trust  
not personally u/t/a/d  
4/14/1994 known as 30987

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 01600500189-001

Page 2

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 DECEMBER 27, 2006.**

GRANTOR:

\* COSMOPOLITAN BANK AND TRUST not personally u/t/a/d  
4/14/1999 and known as Trust 30987

By: trustee see rider attached hereto which is expressly  
incorporated herein and made a part hereof.

\* Cosmopolitan Bank and Trust, Trustee of Cosmopolitan Bank  
and Trust

\* Park National Bank  
Successor Trustee to  
Cosmopolitan Bank & Trust

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

x Joell M. Roe  
Authorized Signer

Property of Cook County Clerk's Office

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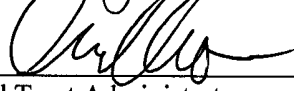
This Modification Agreement is executed by the Trustee, Park National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Park National Bank possesses full power and authority to execute this instrument). Nothing 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 a

ny 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 27<sup>th</sup> day of November 2006 mentioned above.

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

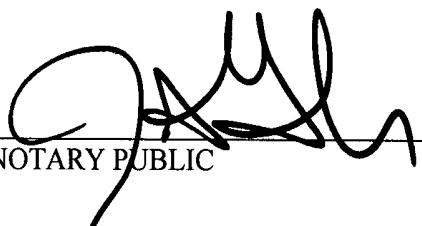
BY:   
\_\_\_\_\_  
Vice President/Trust Officer

ATTEST:   
\_\_\_\_\_  
Land Trust Administrator

STATE OF ILLINOIS  
SS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Vivian Milon, of PARK 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 then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator 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.

GIVEN under my hand and Notarial Seal, this 28<sup>th</sup> day of Decemerm A.D., 2006.

  
\_\_\_\_\_  
NOTARY PUBLIC

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 01600500189-001

Page 4

### LENDER ACKNOWLEDGMENT

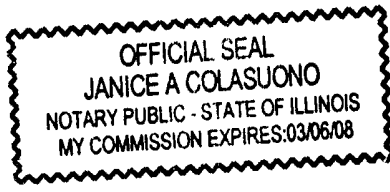
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 27th day of DECEMBER, 2006 before me, the undersigned Notary Public, personally appeared JOSEPH KROC and known to me to be the Comm. LOAN OFFICER, 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 Janice A. Colasuono Residing at 6100 N. NORTHWEST HWY., CHICAGO, IL

Notary Public in and for the State of ILLINOIS

My commission expires 3/06/08



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