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**RECORDATION REQUESTED BY:** 

Park National Bank, a national banking association 801 N. Clark Chicago, IL 60610

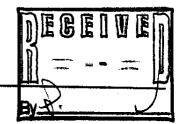
WHEN RECORDED MAIL TO:
Park National Bank, a national banking association
801 N. Clark
Chicago, IL 60610



Doc#: 0729860141 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/25/2007 02:53 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Jill Igaravidez, Loan Documentation
Park National Bank, a national banking association
801 N. Clark
Chicago, IL 60610



#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2007, is made and executed between Cassidy Brothers Inc., whose address is 441 S. County Line Rd, Franklin Park, IL 60131-1001 (referred to below as "Grantor") and Park National Bank, a national banking association, whose address is 801 N. Clark, Chicago, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 29, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with Cook County Recorder on 10-28-2003 as Doc # 0330114122, modified by Modification dated 08-01-2006 recorded 09-08-2006 as Doc #0625145091.

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 the date of this modification, the definition of the word Note is hereby restated in its entirety as follows: the word ' Note' shall mean, the Promissory Note dated October 1, 2007 in the original principal amount of \$1,330,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory. The Note is also cross-collateralized and cross-defaulted with that certain Promissory Note dated October 1, 2007

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#### **MODIFICATION OF MORTGAGE** (Continued)

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from Borrower to Lender, evidencing a revolving line of credit in the original principal amount of \$4,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note.

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 Ar y 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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED 10 Clert's Office OCTOBER 1, 2007.

**GRANTOR:** 

CASSIDY BROTHERS, INC.

James M. Cassidy, President of Cassidy Prothers, Inc.

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

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**MODIFICATION OF MORTGAGE** (Continued)

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	CORPORATE ACKNOWLEDGMENT	
STATE OF		
COUNTY OF COOK	) SS	
COUNTY OF	) 33 	
· · · · · ·		
On this day of	M. Cassidy, President of Cassidy Brothers, Inc., and known to me	
to be the free and voluntary act and o	eed of the corporation, by authority of its Bylaws or by resolution of its both therein mentioned, and on oath stated that he or she is authorized to extend the Modification on behalf of the corporation.  Residing at **COK** CFF** (OFFICIAL SEAL**)	s
	LENDER ACKNOWLEDGMENT	
STATE OF	C	
COUNTY OF COOK	) ss (7)	
On this 15T	00 700 70	
Public, personally appeared the rist	pher Newton, 2007 before me, the undersigned Note	¥у
, authorized agen icknowledged said instrument to be the ender through its board of directors or	for the Lender that executed the within and foregoing instrument as free and voluntary act and deed of the said Lender, duly authorized by otherwise, for the uses and purposes therein mentioned, and on oath stath this said instrument and that the seal affixed is the corporate seal of the said instrument and that the seal affixed is the corporate seal of the said instrument and that the seal affixed is the corporate seal of the said instrument and that the seal affixed is the corporate seal of the said Lender, duly authorized by the said instrument and that the seal affixed is the corporate seal of the said Lender, duly authorized by the said instrument and that the seal affixed is the corporate seal of the said Lender, duly authorized by the said instrument and that the seal affixed is the corporate seal of the said Lender, duly authorized by the said Lender by the	the ated said

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