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Doc#: 0731247037 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/08/2007 10:11 AM Pg: 1 of 5

This instrument prepared /
by and after recording /
return to: /
Tracy Simon /
Park National Bank /
6100 N. Northwest Hwy /
Chicago, IL 60631 /

Property of Cook County Clerk's Office

E# 4345481-001
1 of 9

MODIFICATION AGREEMENT (Mortgage)

This Modification Agreement is effective as of this 29th day of October, 2007, between **Anthony P. Cribbin**, (hereinafter referred to as "Mortgagor") and **PARK NATIONAL BANK, successor in interest to LaSalle Bank FSI** (hereinafter referred to as "Lender").

WITNESSETH

WHEREAS, on December 18, 1998, Anthony P. Cribbin, Individually (hereinafter referred to as "Borrower") executed in favor of Lender, a Mortgage (hereinafter referred to as "Mortgage") subsequently recorded on January 6, 1999 in Cook County, Illinois as Document Number **99008351**, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as "Premises"). The Mortgage was given by Borrower to secure payment to Lender of a note dated December 18, 1998 in the principal sum of **FOUR HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$465,000.00)** (the "Original Note") executed by Borrower, and

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage as herein set forth; and

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NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage as follows:

1. The foregoing recitals are hereby incorporated into and made a part of this Modification Agreement.
2. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,078,320.00.
3. It is the intention of the parties hereto that the Mortgage continue as security for the Note.
4. The Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage.
5. 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 29, 2007 in the original principal amount of \$150,000.00 from Borrower to Lender and the Installment Note dated December 18, 1998 in the original principal amount of \$465,000.00 from Borrower to Park National Bank successor in interest to LaSalle Bank FSB, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for these promissory notes.
6. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note and Mortgage.
7. This Modification shall be incorporated into and made a part of the Mortgage and Note, as amended, and all other related loan documents executed by Mortgagor.
8. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Lender such additional documentation as Lender shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Lender by or on behalf of Mortgagor.
9. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
10. This Modification shall inure to the benefit of Lender's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

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"MORTGAGOR"

BY:



Anthony P. Cribbin

STATE OF ILLINOIS)

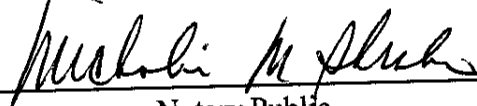
)SS.

COUNTY OF

Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that **Anthony P. Cribbin** personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Revocable Trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of October, 2007.



Notary Public

Notary Public

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"LENDER"

PARK NATIONAL BANK, AS SUCCESSOR IN INTEREST TO LASALLE BANK FSB

BY: Maryann Raimondi
Maryann Raimondi, Vice President

STATE OF ILLINOIS)
)SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Maryann Raimondi personally known to me to be the same person whose name is subscribed to the foregoing instrument as SVP of Park National Bank, appeared before me this day in person and acknowledged that he/she, being duly authorized, signed and delivered said instrument as his/her free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of October, 2007.

Michael M. [Signature]
Notary Public

My commission expires: 8/14/09

PROFESSIONAL CLERK OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT "A"

PARCEL 1: UNITS 1, 2, 3, AND 4 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE RIVER TERRACE WEST AT 817 MILWAUKEE AVENUE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 97378234, IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE LAUNDRY ROOM S-1, S-2, AND S-3, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE AFORESAID RECORDED AS DOCUMENT NUMBER 97378234, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 817 N. MILWAUKEE AVE
CHICAGO, IL

P.I.N. #S: 17-05-416-024-1001
17-05-416-024-1002
17-05-416-024-1003
17-05-416-024-1004

Cook County Clerk's Office