## **UNOFFICIAL COPY**

PARK NATIONAL BANK, a national banking association Norwood Park 6100 N. Northwest Hwy. Chicago, IL 60631

WHEN RECORDED MAIL TO:
Park National Bank
Norwood Park
6100 North Northwest
Highway
Chicago, IL 20631

0731247040



Doc#: 0731857082 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/14/2007 10:32 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

E# 4345481-001

This Modification of Mortgage prepared on:

Tracy Simon

PARK NATIONAL BANK, a national banking association

6100 N. Northwest Hwy.

Chicago, IL 60631

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 29, 2007, is made and executed between Anthony P. Cribbin (referred to below as "Grantor") and PARK NATIONAL BANK, a national banking association, whose address is 6100 N. Northwest Hwy., Chicago, IL 60631 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 22, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 9, 2004 in the Cook County Recorder of Deeds Office as Document #0400947008.

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

THE SOUTH 9 INCHES OF LOT 91 AND ALL OF LOT 92 AND THE NORTH SIX FEET THREE INCHES (6.25) OF LOT 93 IN S.E. GROSS FIFTH HUMBOLDT PARK ADDITION TO CHICAGO A SUBDIVISION OF BLOCKS 5 AND 8 AND VACATED ALLEY, ALSO LOTS 11 TO 24 IN BLOCK 6 IN WEAGE, EBERHART AND BARTLETT'S SUBDIVISION OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1216 North Kedzie, Chicago, IL 60651. The Real Property tax identification number is 16-02-228-043.

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 Replacement Promissory Note dated October 29 2007 in the original principal amount of \$159,561.61 from Borrower to Lender; the Promissory Note dated October 29, 2007 in the original principal amount of \$131,000.00 from Borrower to Lender; the Promissory Note dated November 20, 2006 in the original principal amount of \$400,000.00 from Borrower to Lender; and

4

0731857082 Page: 2 of 4

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

Loan No: 487082-9005

Page 2

the Promissory Note dated November 20, 2006 in the original principal amount of \$400,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for these promissory notes. At no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$2,166,246.00.

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 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 his 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 10 ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 29, 2007. County Clark's Office

**GRANTOR:** 

Cribbin

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

0731857082 Page: 3 of 4

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## MODIFICATION OF MORTGAGE (Continued)

(Continued) Page 3 Loan No: 487082-9005 INDIVIDUAL ACKNOWLEDGMENT ) STATE OF ) SS **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared Anthony P. Cribbin, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as r is or her free and voluntary act and deed, for the uses and purposes therein mentioned. day of October , 20 07 Given under my hand and official seal this 29 Residing at \_\_\_\_\_ Notary Public in and for the State of My commission expires LENDER ACKNOWLEDGMENT STATE OF **COUNTY OF** On this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ Dob \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_\_ Rauthorized agent for PARK NATIONAL BANK, a national banking association that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PARK NATIONAL BANK, a national banking association, duly authorized by PARK NATIONAL BANK, a national banking association 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 in fact executed this said instrument on behalf of PARK NATIONAL BANK, a national banking association. Residing at \_\_\_\_\_ Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_

0731857082 Page: 4 of 4

# **UNOFFICIAL COPY**

Loan No: 487082-9005

MODIFICATION OF MORTGAGE (Continued)

Page 4

