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**RECORDATION REQUESTED BY:** 

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



Doc#: 0732040017 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 11/16/2007 09:56 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Park National Bank South Branch 1000 East 111th Street Chicago, IL 60628

SEND TAX NOTICES 70:
PARK NATIONAL BANK, a
national banking association
Bank Headquarters
801 N Clark St
Chicago, IL 60610

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



THIS MODIFICATION OF MORTGAGE dated September 26, 2007, is made and executed between Joseph C. Kyles and Chrystal L. Kyles, Husband and Wife, Joint Tenants (referred to below as "Grantor") and PARK NATIONAL BANK, a national banking association, whose address is 801 in Clark St, Chicago, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 1, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 6/2/05 as document # 0515304138, as modified by Document # 06038433 $^\circ$ 0, stated 12/23/05 and recorded 2/7/06, and further modified by Document # 0624941063 dated 8/4/0 $^\circ$ 0 and recorded 9/6/06.

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

Lot 7 in Block 1 in Harnstrom's Addition to Oak Park, a Subdivision of the East 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 17, 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 309 W. Madison, Oak Park, IL 60302. The Real Property tax identification number is 16-17-101-003.

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

Principal amount of mortgage is hereby increased to \$660,000; "Note" shall mean the Promissory Note dated September 28, 2007 in the original principal amount of \$660,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit

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#### MODIFICATION OF MORTGAGE

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(Continued)

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agreement.

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 PAYING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 26, Coot County Clert's Office 2007.

**GRANTOR:** 

Joseph C. Kyles

**Kyles** 

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

Authorized Signer

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#### MODIFICATION OF MORTGAGE

(Continued) Loan No: 01600500332-1 Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF ) SS **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared Joseph C. Kyles and Chrystal L. Kyles, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official shal this Residing at Notary Hublic in and for the State of OFFICIAL SEAL JOE ANN WATSON My commission expires NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02/0:-LENDER ACKNOWLEGGMENT STATE OF **COUNTY OF** before me, the undersigned Notary On this Public, personally appeared \[ \lambda \text{Worms} and known to me to be the 2. Vuc therider \_\_, 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 Residing at Notary Public in and for the State of OFFICIAL SEAL My commission expires JOE ANN WATSON NOTARY PUBLIC - STATE OF ILLINOIS MY CCMMISSION EXPIRES 02/09/09

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