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RECORDATION REQUESTED BY:
Park National Bank, a national
banking association
801 N. Clark
Chicago, IL 60610



Doc#: 0807357038 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/13/2008 09:59 AM Pg: 1 of 4

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

SEND TAX NOTICES TO:
Park National Bank, a national
banking association
801 N. Clark
Chicago, IL 60610

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:
Leona Krasinski, Construction Loan Administrator
Park National Bank, a national banking association
6100 N. Northwest Hwy.
Chicago, IL 60631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 20, 2008, is made and executed between John Gavin and Brian F. Heffernan, as Tenants in Common, whose address is 6038 N. Harlem Avenue, Chicago, Illinois 60631 (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 25, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage dated August 25, 2006 recorded in the Cook County Recorder's Office as Document #0624947114.

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

LOT 9 IN BLOCK 7 IN JOHN TURNER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF LINCOLN AVENUE (EXCEPT THE PART OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 WEST OF WOLCOTT STREET) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1924 W. Bradley, Chicago, IL 60613. The Real Property tax identification number is 14-19-217-032-0000.

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 Replacement Promissory Note dated February 20, 2008 in the original principal amount of \$845,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, and substitutions for the Promissory Note. At no time shall the principal amount of indebtedness secured by the Mortgage, not including

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 01702549166-003

sums advanced to protect the security of the Mortgage, exceed \$1,690,000.00.

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 parties, makers and endorser, 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 FEBRUARY 20, 2008.

GRANTOR:

x John Gavin
John Gavin

x Brian Heffernan
Brian F. Heffernan

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

x Maryann Rimondi
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 01702549166-003

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

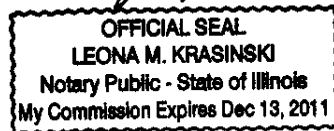
On this day before me, the undersigned Notary Public, personally appeared **John Gavin and Brian F. Heffernan**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20 day of February, 2008

By Leona M. Krasinski
 Notary Public in and for the State of Illinois

Residing at 6100 N. Northwest Hwy.
Chicago, Illinois

My commission expires 12-13-2011



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 01702549166-003

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 20 day of February, 2008 before me, the undersigned Notary Public, personally appeared Moussan Rahimidi and known to me to be the Authorized Signer, authorized 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**.

By Leona M. Krasinski Residing at 6100 N. Northwest Hwy. Chicago, Illinois
 Notary Public in and for the State of Illinois

My commission expires 12-13-2011



County Clerk's Office