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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#: 0808533144 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/25/2008 10:58 AM 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 February 1, 2008, is made and executed between Farhad Nikamalfard, whose address is 3235 Wilmette Avenue, Wilmette Jilinois (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 September 6, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder of Deeds on September 21, 2005 as Document No. 0526441097, modified by a Modification of Mortgage dated March 1, 2006 and recorded on April 28, 2006 in the office of the Cook County Recorder of Deeds as Document No. 0611818004 and as further modified by a Modification of Mortgage dated May 18, 2006 and recorded on June 26, 2006 as Document No. 0617704201.

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

LOT 4 IN WYATT AND COONS RESUBDIVISION OF LOTS 3, 4 AND 5 OF FORESTVIEW UNIT NO. 4 BEING A SUBDIVISION OF SOUTH 266 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 617 Hill Circle Drive, Glenview, IL 60025. The Real Property tax identification number is 04-36-311-047-0000.

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

Effective the date of this Modification, i) 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 1, 2008 evidencing an advancing line of credit in the principal amount of \$2,344,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of refinancings of, consolidations of, and

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0808533144 Page: 2 of 4

## UNOFFICIAL CO MODIFICATION OF MORTGAGE

Loan No: 501889-005

(Continued)

Page 2

substitutions for the promissory note; and the Replacement Promissory Note dated February 1, 2008 evidencing an advancing line of credit in the principal amount of \$1,170,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the promissory note; and ii) the definition of Maximum Lien shall be amended as follows: 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 \$4,688,000.00.

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 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 or wao 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 TO TERMS. THIS MODIFICATION OF MORTGAGE IS DATED th.

Colling Clarks Office **FEBRUARY 1, 2008.** 

**GRANTOR:** 

Farhad Nikamalfard

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

0808533144 Page: 3 of 4

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 501889-005	(Continued)	Page 3
	INDIVIDUAL ACKNOWLEDGME	ENT
STATE OF Thinoi	<u>S</u> )	
- · ·	) SS	
COUNTY OFCOOK	)	
be the individual described in and w	ho executed the Modification of Mortga free and voluntary act and deed, for the	Farhad Nikamalfard, to me known to ge, and acknowledged that he or she uses and purposes therein mentioned.
Given under my hand and chicial	seal this 6th day of	<u>March</u> , 2008
By Notary Public in and for the State		3515 W. Irving Park Ri Chicago, II. 60618 "OFFICIAL SEAL"
My commission expires	<u>Packi-05-(</u>	Jacqueline Ramirez Notary Public, State of Illinois My Commission Exp. 10/20/2009
	LENDER ACKNOWLEDGMEN	
	LENDEN ACKNOWL).Dume.	<b>\</b> 1
STATE OF	is ,	
COUNTY OFCON	) SS )	7.6
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, authorized agent for Par	THREC HIPCH'S and known to k National Bank, a national banking	me to be the VIC - PRESIDENT association that executed the within and
foregoing instrument and acknowled <b>Bank</b> , a national banking associ through its board of directors or other	ged said instrument to be the free and vation, duly authorized by Park National erwise, for the uses and purposes thereing said instrument and in fact executed	roluntary act and deed of Park National  al Bank, a national banking association  a mentioned, and on oath stated that he
By Jarreline	Residing at	3515 W. Irving Park Chicago, II. 60618
Notary Public in and for the Stat		<b></b>
My commission expires	1-80-2004	"OFFICIAL SEAL" Jacqueline Ramirez Notary Public, State of Illinois My Commission Exp. 10/20/2009

0808533144 Page: 4 of 4

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued) Page 4 Loan No: 501889-005

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