

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Austin Bank of Chicago  
Lake Street  
5645 West Lake Street  
Chicago, IL 60644

**WHEN RECORDED MAIL TO:**

Austin Bank of Chicago  
Lake Street  
5645 West Lake Street  
Chicago, IL 60644



Doc#: 0820647035 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/24/2008 09:05 AM Pg: 1 of 5

**SEND TAX NOTICES TO:**

Austin Bank of Chicago  
Lake Street  
5645 West Lake Street  
Chicago, IL 60644

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Milan K. Wilson, Loan Officer  
Park National Bank  
801 N. Clark  
Chicago, IL 60610

08 BAN 11703

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 2, 2008, is made and executed between Park National Bank, not personally but as Trustee on behalf of Park National Bank as successor Trustee to Cosmopolitan Bank and Trust as successor Trustee to Austin Bank of Chicago u/t/a dated January 16, 2003 and known as Trust #7684, whose address is 6400 W. North Avenue, Chicago, IL 60707 (referred to below as "Grantor") and Austin Bank of Chicago, whose address is 5645 West Lake Street, Chicago, IL 60644 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 13, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a Mortgage and Assignment of Rents dated February 13, 2003 and recorded on March 4, 2003 as document nos. 0030292673 and 0030292674.

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

Lot 50 in Ballin's Subdivision of the North 1/2 of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 1533 W. 51st Street, Chicago, IL 60609. The Real Property tax identification number is 20-08-300-025.

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

Refinance existing loan, Increased the Principal amount to \$112,000.00. .

**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

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 8043

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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 HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 2, 2008.**

GRANTOR:

**PARK NATIONAL BANK AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK AND TRUST AS SUCCESSOR TRUSTEE TO AUSTIN BANK OF CHICAGO U/T/A DATED JANUARY 16, 2003 AND KNOWN AS TRUST #7684**

By: \*\*

**Authorized Signer for Park National Bank as successor Trustee to Cosmopolitan Bank and Trust as successor Trustee to Austin Bank of Chicago u/t/a dated January 16, 2003 and known as Trust #7684**

**\*\*FOR SIGNATURES NOTARY AND EXCULPATORY PROVISIONS OF TRUSTEE SEE RIDER ATTACHED WHICH IS LENDER: EXPRESSLY INCORPORATED HEREIN AND MADE A PART HEREOF.**

AUSTIN BANK OF CHICAGO

X *Theresa S. Wilson*  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8043

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### TRUST ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ of Park National Bank as successor Trustee to Cosmopolitan Bank and Trust as successor Trustee to Austin Bank of Chicago u/t/a dated January 16, 2003 and known as Trust #7684, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By \*\* \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

**\*\*FOR SIGNATURES NOTARY AND EXCULPATORY PROVISIONS OF TRUSTEE SEE RIDER ATTACHED WHICH IS EXPRESSLY INCORPORATED HEREIN AND MADE A PART HEREOF.**

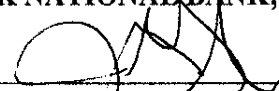
PROPERTY OF COOK COUNTY Clerk's Office

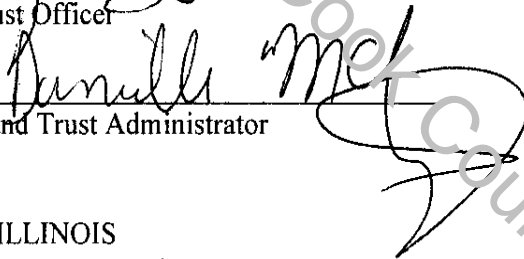
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This Modification of Mortgage is executed by the Trustee, Park National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Park National Bank possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Park National Bank, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Park National Bank as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Loan Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification of Mortgage, all as of the 9<sup>th</sup> day of May, 2008 mentioned above.

**PARK NATIONAL BANK, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,**

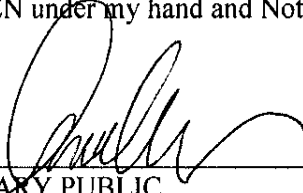
BY:   
Trust Officer

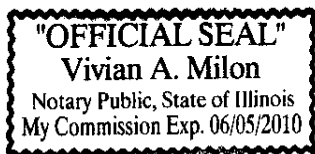
ATTEST:   
Land Trust Administrator

STATE OF ILLINOIS  
SS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named James Galco and Danielle McKinley, of PARK NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Land Trust Administrator, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 9<sup>th</sup> day of May A.D., 2008.

  
NOTARY PUBLIC



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8043

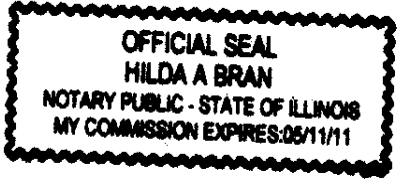
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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 20<sup>th</sup> day of MAY, 2008 before me, the undersigned Notary Public, personally appeared MILAD K WILSON and known to me to be the VICE PRESIDENT, authorized agent for **Austin Bank of Chicago** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Austin Bank of Chicago**, duly authorized by **Austin Bank of Chicago** 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 **Austin Bank of Chicago**.

By *Hilda A Bran* Residing at Chicago, IL  
 Notary Public in and for the State of Illinois  
 My commission expires 5/11/11



Cook County Clerk's Office