UNOFFICIAL COPY

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#: 0823147155 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 08/18/2008 11:32 AM Pg: 1 of 3

SEND TAX NOTICES TO:

Park National Benk a national banking association 801 N. Clark
Chicago, IL 60610

FOR RECORDER'S USE ONLY

9002524 10/1 03const

This Modification of Mortgage preparer, by:

Tracy Simon
Park National Bank, a national banking association
6100 N. Northwest Hwy
Chicago, IL 60631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 5, 2008, is made and executed between Anthony P. Cribbin, whose address is 6348 N. Milwaukee, Suite 193, Chicago, IL 60648 (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 November 20, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Cook County Recorder of Deeds Office on December 4. 2006 as Document No. 0633857002.

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

LOT 1 IN BLOCK 14 IN LAMBERT TREE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, 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 3901 W. VanBuren Street, Chicago, IL 60624. The Real Property tax identification number is 16-14-112-017-0000.

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

Lender and Grantor modify the Mortgage to provide that the following obligations of the Grantor and any affiliated entities of the Grantor are specifically included in the definition of the term "Indebtedness" and in the definition of the term "Note" as used in the Mortgage, which obligations include but are not limited to: (i) the Promissory Note from Anthony P. Cribbin to Lender dated November 20, 2006 in the original principal amount of \$400,000.00, and the mortgage (on property commonly known as 3901 W. VanBuren, Chicago and other loan documents securing repayment of said note, and as may be modified

0823147155 Page: 2 of 3

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 487082-9006

Page 2

from time to time, (ii) the Promissory Note from Anthony P. Cribbin to Lender dated October 29, 2007 in the original principal amount of \$159,561.61, and the mortgage and other loan documents securing repayment of said note, and as may be modified from time to time, (iii) the Promissory Note from Anthony P. Cribbin to Lender dated October 29, 2007 in the original principal amount of \$150,000.00 and the mortgage and other loan documents securing repayment of said note, as may be modified from time to time; (iv) the Promissory Note from Anthony P. Cribbin to Lender dated November 20, 2006 in the original principal amount of \$400,000.00 and the mortgage (on real estate commonly known as 3905 W. VanBuren, Chicago, IL) and other loan documents securing repayment of said note, and as may be modified from time to time, (v) the Promissory Note from Anthony P. Cribbin to Lender dated October 29, 2007 in the original principal amount of \$131,000.00 and other loan documents securing repayment of said note, and as may be modified from time to time, and (vi) the Installment Note from Anthony P. Cribbin to Lender as successor in interest to LaSalle Bank FSB dated December 18, 1998 in the original principal amount of \$465,000.00 and the mortgage and other loan documents securing repayment of said note, and as may be modified from time to time.

The Lender and Grantor her by further modify the Mortgage to provide that at no time will the principal amount of the indebtedness secured by this Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$3,063,474.00 ("Maximum Lien").

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 not obliqate 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 his 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 JUNE 5, 2008.

GRANTOR:

Anthony P. Cribbin

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

Maryan Raemonde Authorized Signer

0823147155 Page: 3 of 3

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 487082-9006	(Continued)	Page 3
IN	IDIVIDUAL ACKNOWLEDGMENT	
STATE OF <u>Illenois</u>)	
) SS	
COUNTY OFCook)	
the individual described in and who e	d Notary Public, personally appeared Anthony P. C executed the Modification of Mortgage, and acknowledge and voluntary act and deed, for the uses and purp	wledged that he or she
Given under my hand and collectal s	eal this 5 day of June	, 20 <u>0 g</u>
- 2 2 (n 91 -11 15
By Leona M. Xc	' Chiana	n. northwest?
Notary Public in and for the State of		······
My commission expires/ 2 - /	OFFICIAL: LEONA M. KR. Notary Public - St. My Commission Expire	ASINSKI ate of Illinois
<u> </u>	LENDER ACKNOWLEDGMENT	
STATE OF <u>Illenois</u>) ss	
COUNTY OF Cook		
, authorized agent for Park ا	June, 2008 before me, to Recipied and known to me to be the National Bank, a national banking association	that exe⊆\ned∕the within and
foregoing instrument and acknowledge Bank, a national banking associati through its board of directors or otherw	ed said instrument to be the free and voluntary act and on, duly authorized by Park National Bank, a natise, for the uses and purposes therein mentioned, and instrument and in fact executed this said instrument.	nd deed of Park National I tional banking associatio Ind on oath stated that he
By Leon M. Xlo. Notary Public in and for the State of	11:	M. Morthwest He.
My commission expires 12-1	•	SKI fillinois