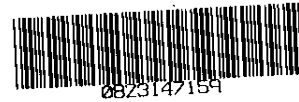


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This instrument prepared /
by and after recording /
return to: /
Tracy Simon /
Park National Bank /
6100 N. Northwest Hwy /
Chicago, IL 60631 /



Doc#: 0823147159 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/18/2008 11:34 AM Pg: 1 of 5

9002521 1 of 3 Const

MODIFICATION AGREEMENT (Mortgage)

This Modification Agreement is effective as of this 5th day of June, 2008, between **Anthony P. Cribbin**, (hereinafter referred to as "Mortgagor") and **PARK NATIONAL BANK**, successor in interest to **LaSalle Bank FSB** (hereinafter referred to as "Lender").

W I T N E S S E T H

WHEREAS, on December 18, 1998, Anthony P. Cribbin, Individually (hereinafter referred to as "Borrower") executed in favor of Lender, a Mortgage (hereinafter referred to as "Mortgage") subsequently recorded on January 6, 1999 in Cook County, Illinois as Document Number **99008351**, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as "Premises"). The Mortgage was given by Borrower to secure payment to Lender of a note dated December 18, 1998 in the principal sum of **FOUR HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$465,000.00)** (the "Original Note") executed by Borrower; and

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage as herein set forth; and

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NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage as follows:

1. The foregoing recitals are hereby incorporated into and made a part of this Modification Agreement.
2. It is the intention of the parties hereto that the Mortgage continue as security for the Note.
3. The Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage.
4. 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 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, (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 3901 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 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 3905 W. VanBuren, Chicago) and other loan documents securing repayment of said note, and as may be modified from time to time.


The Lender and Grantor hereby 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").

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5. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note and Mortgage.
6. This Modification shall be incorporated into and made a part of the Mortgage and Note, as amended, and all other related loan documents executed by Mortgagor.
7. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Lender such additional documentation as Lender shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Lender by or on behalf of Mortgagor.
8. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
9. This Modification shall inure to the benefit of Lender's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above

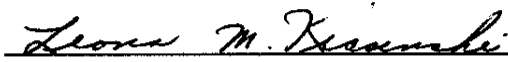
"MORTGAGOR"

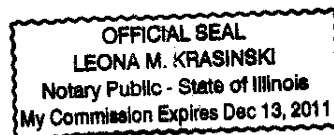
BY: 
Anthony P. Cribbin

STATE OF ILLINOIS)
)SS.
COUNTY OF Illinois)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that **Anthony P. Cribbin** personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Revocable Trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5 day of June, 2008.


Notary Public



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“LENDER”

PARK NATIONAL BANK, AS SUCCESSOR IN INTEREST TO LASALLE BANK FSB

BY: Maryann Raimondi
Maryann Raimondi, Vice President

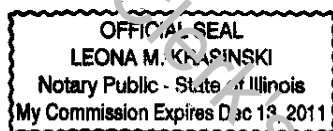
STATE OF ILLINOIS)
)SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Maryann Raimondi personally known to me to be the same person whose name is subscribed to the foregoing instrument as Authorized Signer of Park National Bank, appeared before me this day in person and acknowledged that he/she, being duly authorized, signed and delivered said instrument as his/her free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5 day of June, 2008.

Leona M. Krasinski
Notary Public

My commission expires: 12-13-11



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EXHIBIT "A"
DATED JUNE 5, 2008

LEGAL DESCRIPTION OF THE PREMISES:

PARCEL 1: UNITS 1, 2, 3 AND 4 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE RIVER TERRACE WEST AT 817 MILWAUKEE AVENUE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 97378234, IN THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE LAUNDRY ROOM S-1, S-2 AND S-3 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE AFORESAID RECORDED AS DOCUMENT NUMBER 97378234, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 817 N. MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60622

PROPERTY TAX IDENTIFICATION NUMBER:

17-05-416-024-1001
17-05-416-024-1002
17-05-416-024-1003
17-05-416-024-1004

Cook County Clerk's Office