

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
Norwood Park
6100 North Northwest
Highway
Chicago, IL 60631



Doc#: 0823147160 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/18/2008 11:34 AM Pg: 1 of 4

SEND TAX NOTICES TO:

Anthony P. Cribbin
6348 N. Milwaukee, Suite 193
Chicago, IL 60648

FOR RECORDER'S USE ONLY

9002521 2 of 2 03 Const.

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 June 25, 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 October 29, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 8, 2007 as Document No. 0731247038.

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

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 1/2 OF THE SOUTHEAST 1/4 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.

The Real Property or its address is commonly known as 817 N. Milwaukee Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-05-416-024-1001/17-05-416-024-1002 /17-05-416-024-1003/17-05-416-1004.

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

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

Loan No: 01704856045-001

Page 2


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 October 29, 2007 in the original principal amount of \$150,000.00, 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 \$131,000.00, 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 \$159,561.61 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 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 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 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")

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 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 25, 2008.

GRANTOR:

X 
Anthony P. Cribbin

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

Loan No: 01704856045-001

Page 3

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

x Maryann Raimondi
 Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

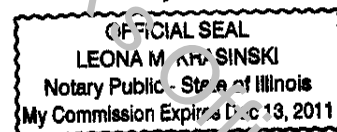
On this day before me, the undersigned Notary Public, personally appeared **Anthony P. Cribbin**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25 day of June, 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 12-13-11



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

Loan No: 01704856045-001

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 25 day of June, 2008 before me, the undersigned Notary Public, personally appeared Maryann Raimondo 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
 Notary Public in and for the State of Illinois

Residing at 6100 N. Northwest Hwy.
Chicago, Illinois

My commission expires 12-13-11

