

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  
South Branch  
1000 East 111th Street  
Chicago, IL 60628



Doc#: 0824640001 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/02/2008 11:02 AM Pg: 1 of 3

SEND TAX NOTICES TO:

Chicago Title Land Trust  
Company, as successor  
Trustee to LaSalle Bank  
National Association, as  
Trustee under Trust  
Agreement dated June 18,  
1984 and known as Trust  
Number 108552  
181 West Madison 17th Floor  
Chicago, IL 60602

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Kenneth J. O'Malley, Documentation Officer  
Park National Bank, a national banking association  
801 N. Clark  
Chicago, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 23, 2008, is made and executed between Chicago Title Land Trust Company, not personally but as successor Trustee to LaSalle Bank National Association under Trust Agreement dated June 18, 1984 and known as Trust Number 108552, whose address is 181 West Madison 17th Floor, Chicago, IL 60602 (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 June 6, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Cook County Recorder of Deeds on June 19, 2006 as document number 0617002237.

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

LOT 15 AND THE NORTH 1/2 OF LOT 16 IN THE PARK AT CHICAGO RIDGE, BEING A SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9999 Virginia Avenue, Chicago Ridge, IL 60415. The Real Property tax identification number is 24-07-312-002-0000 and 24-07-312-022-0000.

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

Box 400-CTCC

8338899 D2 KARSA

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## MODIFICATION OF MORTGAGE

Loan No: 2275-001

(Continued)

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MAXIMUM LIEN is hereby amended in its entirety as follows: At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$9,111,500.00. The term NOTE is hereby amended in its entirety as follows: The word Note means the Promissory Note dated May 23, 2008 in the original amount of \$2,305,750.00 to 128th Place Limited Partnership to Lender and the Promissory Note dated May 23, 2008 in the original amount of \$2,250,000.00 to Star Contractors Supply, Inc. to Lender together with all renewals of, extensions of, modifications of, consolidations of, refinancings of, and substitutions for the note or agreement.

**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 endorser 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 23, 2008.**

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO  
LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST  
AGREEMENT DATED JUNE 18, 1984 AND KNOWN AS TRUST NUMBER  
108552

By:

*[Signature]* ASST VP  
Authorized Signer for Chicago Title Land Trust Company, as  
successor Trustee to LaSalle Bank National Association, as  
Trustee under Trust Agreement dated June 18, 1984 and  
known as Trust Number 108552



By:

**Attestation not required  
pursuant to corporate by-laws.**  
Authorized Signer for Chicago Title Land Trust Company, as  
successor Trustee to LaSalle Bank National Association, as  
Trustee under Trust Agreement dated June 18, 1984 and  
known as Trust Number 108552

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee in his own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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## MODIFICATION OF MORTGAGE

Loan No: 2275-001

(Continued)

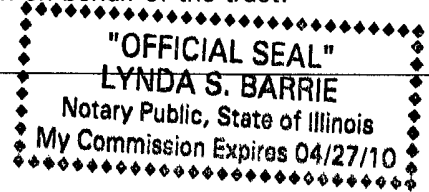
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### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 12<sup>th</sup> day of AUG 2008 before me, the undersigned Notary Public, personally appeared V. MICHEL, ASST JP of Chicago Title Land Trust Company, as successor Trustee to LaSalle Bank National Association, as Trustee under Trust Agreement dated June 18, 1984 and known as Trust Number 108552, 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 Lynda S. Barrie Residing at \_\_\_\_\_  
 Notary Public in and for the State of IL



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

COOK County Clerk's Office