

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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



0830833214

WHEN RECORDED MAIL TO:

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

Doc#: 0830833214 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/03/2008 02:47 PM Pg: 1 of 3

This Modification of Mortgage prepared by:

Jill Igaravidez, Loan Documentation
Park National Bank, a national banking association
801 N. Clark
Chicago, IL 60610

8308-0069
BOX 162

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 21, 2008, is made and executed between Eugeniusz Mikula and Anna Mikula, Husband and Wife, as Joint Tenants whose address is 830 N. Glenayre Drive, Glenview, IL (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 December 22, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder of Deeds on January 2, 2007 as Document No. 0700202233.

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

UNIT NUMBER 33-D AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS A DEVELOPMENT PARCEL) LOTS 6, 7, 8 AND 9 (EXCEPT THE WEST 14 FEET OF SAID LOTS) IN BLOCK 16; ALSO ALL THAT LAND LYING EAST OF AND ADJOINING SAID LOTS 6, 7, 8 AND 9 AND WESTERLY OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DEEDS, OF COOK COUNTY, ILLINOIS ON JULY 16, 1931, AS DOCUMENT 10938695, ALL IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION IN THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY LASALLE NATIONAL BANK AS TRUST UNDER TRUST NUMBER 34662, RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS, ILLINOIS, AS DOCUMENT NUMBER 20686341 AND AS AMENDED FROM TIME TO TIME WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6007 North Sheridan, Unit 33 D, Chicago, IL 60660.

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

Loan No: 1600500107-003

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The Real Property tax identification number is 14-05-215-015-1290.

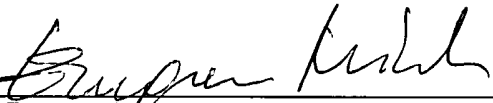
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Effective the date of this Modification, i) the definition of the word 'Note' is hereby restated in its entirety as follows: the word Note shall mean the Promissory Note dated October 21, 2008 in the principal amount of \$704,048.12 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; and ii) the definition of Maximum Lien shall be amended as follows: At no time shall the principal amount of the Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$150,000.00

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 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 OCTOBER 21, 2008.

GRANTOR:

x 
Eugeniusz Mikula

x Anna Mikula
Anna Mikula

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1600500107-003

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

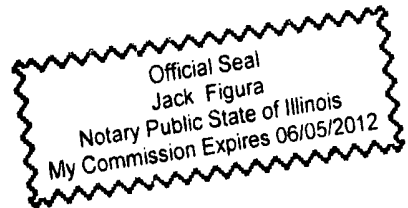
On this day before me, the undersigned Notary Public, personally appeared **Eugeniusz Mikula and Anna Mikula**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29TH day of OCTOBER, 2008.

By Jack Figura Residing at 6225 N. MILWAUKEE

Notary Public in and for the State of ILLINOIS

My commission expires 06/05/2012



LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 29th day of OCTOBER, 2008 before me, the undersigned Notary Public, personally appeared Michael Harris and known to me to be the Vice-Pres, 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 Jill J. Igaravidez Residing at Cook County, IL

Notary Public in and for the State of IL

My commission expires _____

