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RECORDATION REQUESTED BY:

PARK NATIONAL BANK, a
national banking association
Norwood Park
6100 N. Northwest Hwy.
Chicago, IL 60631



Doc#: 0911134070 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/21/2009 02:52 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

PARK NATIONAL BANK, a
national banking association
Norwood Park
6100 N. Northwest Hwy.
Chicago, IL 60631

SEND TAX NOTICES TO:

PARK NATIONAL BANK, a
national banking association
Norwood Park
6100 N. Northwest Hwy.
Chicago, IL 60631

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Tracy Simon
PARK NATIONAL BANK, a national banking association
6100 N. Northwest Hwy.
Chicago, IL 60631

9002728 ACCOM

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 10, 2009, is made and executed between Dominick Boyle and Kathleen Boyle, his wife, as joint tenants (referred to below as "Grantor") and PARK NATIONAL BANK, a national banking association, whose address is 6100 N. Northwest Hwy., Chicago, IL 60631 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 22, 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 March 15, 2006 as Document No. 0607433256, and as modified from time to time.

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

LOT 27 IN BLOCK 4 IN HENRY SCHROEDER'S SUBDIVISION OF THE NORTH 1/2 OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Hutchinson *MR.*

The Real Property or its address is commonly known as 5140 W. Hutchinson, Chicago, IL 60641. The Real Property tax identification number is 13-16-407-027.

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

Effective the date of this Modification the definition of the word "Note" is hereby restated in its entirety as follows: The word "Note" shall mean the Promissory Note dated April 10, 2009 in the original principal amount of \$953,000.00 from Boyle & Boyle Developers, Inc. to Lender together with all

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(Continued)**

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Loan No: 341169-011

renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for this Note. 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 \$1,906,000.00.

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 APRIL 10, 2009.

GRANTOR:

X *Dominick Boyle*
Dominick Boyle

X *Kathleen Boyle*
Kathleen Boyle

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

X *Maryann Raimonde*
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
)
 COUNTY OF Cook) SS
)

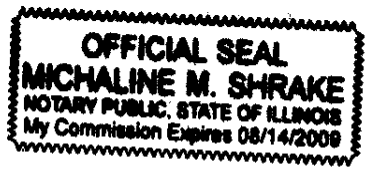
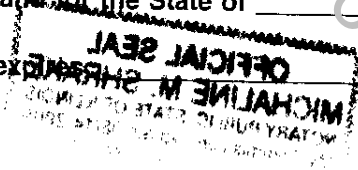
On this day before me, the undersigned Notary Public, personally appeared **Dominick Boyle and Kathleen Boyle**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for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

Given under my hand and official seal this 10th day of April, 20 09

By Micheline M. Shrake Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 341169-011

LENDER ACKNOWLEDGMENT

STATE OF Ill)
) SS
 COUNTY OF Cook)

On this 10th day of April, 2009 before me, the undersigned Notary Public, personally appeared Manjesh Karam and known to me to be the SVP, 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 Michaline M. Shrake Residing at _____

Notary Public in and for the State of Ill

My commission expires 08/14/2009

