# **UNOFFICIAL COPY**

#### RECORDATION REQUESTED BY:

ShoreBank
Commercial and Institutional
Banking - Chicago
7936 South Cottage Grove
Avenue
Chicago, IL 60619



Doc#: 0917547044 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 06/24/2009 01:33 PM Pg: 1 of 5

#### WHEN RECORDED MAIL TO:

ShoreBank Attn: Loan Servicing Dept. 7936 South Cottage Grove Ave. Chicago, IL 60619

SEND TAX NOTICES 70

ShoreBank Loan Servicing Dept. 3401 S. King Dr. Chicago, IL 60616

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

BL #396114 - Marilyn Kincaid-Williamson Commercial Closer ShoreBank 7936 South Cottage Grove Avenue Chicago, IL 60619

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 30, 2008, is made and executed between Park National Bank, not personally but as Trustee on behalf of Park National Bank as Successor Trustee under Trust Agreement dated July 27, 1970 and known as Trust Number 8647, whose address is 801 North Clark, Chicago, IL 60610; An Illinois Corp (referred to below as "Grantor") and Shore 3ank, whose address is 7936 South Cottage Grove Avenue, Chicago, IL 60619 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 27, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as document # 96577257 on July 24, 1996 by the Office of the Cook County Recorder, State of Illinois and subsequently modified and recorded as document #00134404, dated 02/24/00, subsequently modified and recorded as document #0316347177, dated 06/12/03 and subsequently modified by a Fifth Loan Modification Agreement dated December 31, 2004 as document #0509847023 and dated April 8, 2005.

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

LOTS 3, 4, AND 5 IN BLOCK 51 CORNELL IN SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY

The Real Property or its address is commonly known as 813-21 East 75th Street, Chicago, IL 60649. The Real Property tax identification number is 20-26-300-021-0000 and 20-26-300-022-0000 (all inclusive).

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

5

#### MODIFICATION OF MORTGAGE (Continued)

Togu No: 396114

Page 2

Increase Principal Note amount to One Million and no/100ths Dollars (\$1,000,000,000) and delete maturity

ətsb

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 parties, makers and endorsers to the Mortgage and all parties, unless a party is expressly parties, makers and endorsers to the Mortgage and all parties, unless a party is expressly parties, makers and endorsers to the Mortgage accommodation makers, shall not be 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 to Lander that the non-signing person consents to the changes and provisions of this Modification to the transfer will not be released by it. This waiver applies not only to any initial extension or modification, but also and such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE 30, AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 30,

.8002

:AOTNARD

\* PARK NATIONAL BANK AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED JULY 27, 1970 AND KNOWN 25 TRUST NUMBER SOLCCESSOR TRUST NUMBER AGREEMENT DATED JULY 27, 1970 AND KNOWN 25 TRUST NUMBER SOLCCESSOR TRUST NUMBER TRUST NUMBER AGREEMENT DATED JULY 27, 1970 AND NOT PERSONALLY

\* PARK NATIONAL BANK, AS SUCESSOR TRUSTEE UNDER TRUST AUFIBER 8647, AND NOT PERSONALLY, not personally but as Trustee under that certain trust agreement dated 07-27-1970 and known as Park National Bank as Successor Trustee under Trust Agreement dated July 27, 1970 and known as Trust Number 8647, and not personally.

\*\*for signatures notary and exculpatory provisions of herein and herein an

Authorized Signer for Park National Bank, as Sucessor Trustee under Trust Agreement dated July 27, 1970 and known as Trust Number 8647, and not personally

X Ayuk (2005) (2004) Arthur X

**CENDEB:** 

**ЗНОВЕВРИК** 

**UNOFFICIAL COPY** 

0917547044 Page: 3 of 5

# **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE

Loan No: 396114	(Continued)	Page 3		
TRUST ACKNOWLEDGMENT				
STATE OF	)			
	) SS			
COUNTY OF	)			
On this day of Public, personally appeared	of, before me,	, the undersigned Notary		
<b>8647</b> , and not personair. Trusted July 27, 1970 and known as Trustrustee or agent of the trust that so be the free and voluntary act an authority of statute, for the use	ee under Trust Agreement dated July 27, 1970 and e of Park National Bank as Successor Trustee under st Number 8647, and not personally, and known to executed the Modification of Mortgage and acknowled deed of the trust, by authority set forth in the early purposes therein mentioned, and on oath station and in fact executed the Modification on behalf	r Trust Agreement dated o me to be an authorized edged the Modification to trust documents or, by stated that he or she is		
Ву	Residing at			
Notary Public in and for the State	of T			
My commission expires	Maring the state of the state o	State		
	Cotto			

### MODIFICATION OF MORTGAGE

ore me, the undersigned Notary	) ss ) SS )	450)	COUNTY OF
ore me, the undersigned Notary		¥29)	COUNTY OF
ore me, the undersigned Notary		¥29)	COUNTY OF
ore me, the undersigned Notary			_
ore me, the undersigned Notary			
ShoreBank, duly authorized by sees therein mentioned, and on	and voluntary act and deed of therwise, for the uses and purpo	day of ACCCAN ally appeared 126 With ALLY CONTROL ShoreBank asid instrument to be the free rough its board of directors or other he are she is authorized to behalf of Share Bank.	ShoreBank thi
	ts gnibiseA	M. W. LAWELDS	Ì
Motary Public, State of Withole "OFFICIAL SEAL"		in and for the State of $\frac{1}{\sqrt{5}}$ to state of $\frac{1}{\sqrt{5}}$ is an expires	
Commission Expires Aug. 27, 2011	M W W W		
	w. Harland Firancial Solutions, I	-ending, Ver. 5.43.00.003 Cop Reserved IL C:\LP	LASER PRO I

**UNOFFICIAL COPY** 

0917547044 Page: 4 of 5

0917547044 Page: 5 of 5

Art stee, Park This Modification of N ge and is elecuted by h. personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Park National Bank possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Park National Bank, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Park National Bank as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

Signatures of the Trustee expressly exclude covenant of mortgagor pursuant to the Hazardous Substances clause of this Mortgage as well as any and all other provisions which may be contained herein with respect to the condition of the premises. Trustee does not covenant or warranty that the premises are free from any hazardous substances, or that the premises are in compliance with the terms of any environmental act, including but not limited to the Comprehensive Environmental Response, Liability and Compensation Act, the Resource Conservation and Recovery Act and/or the Environmental protection Act.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

AS TRUSTEE AS AFORESAID AND NOT PERSONALLY, PARK NATIONAL BANK

ATTEST:

Land Trust Ad

STATE OF ILLINOIS

SS

#### COUNTY OF COOK

JUNIT CLOUTS I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named James S. Galco and Vivian Milon, of PARK NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Land Trust Administrator, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth, and the said Land Trust Adminstrator then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 4th day of February A.D., 2009.

NOTARY PUBLIC

OFFICIAL SEAL MATTHEW H. PALMISANO Notary Public - State of Illinois Commission Expires Dec 07, 2011