## **UNOFFICIAL COPY**

**RECORDATION REQUESTED BY:** 

PARK NATIONAL BANK, a national banking association Bank Headquarters 801 N. Clark Chicago, IL 60610

WHEN RECORDED MAIL TO:

Park National Bank South Branch 1000 East 111th Street Chicago, IL 60628



Doc#: 0928133040 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 10/08/2009 09:18 AM Pg: 1 of 3

This Modification of Mortgage prepared by:

Wendy Champion, Vice President
PARK NATIONAL BANK, a national banking association
1000 E. 111th Street
Chicago, IL 60628

## MODIFICATION OF MORTGAGE

9280-0108

THIS MODIFICATION OF MORTGAGE dated August 1, 2009, is made and executed between Park National Bank, not personally but as successor Trustee of Cosmopoliten Bank and Trust, under Trust Agreement dated November 23, 1999 and known as Trust Number 71-82438, whose address is 801 N. Clark, Chicago, IL 60610 (referred to below as "Grantor") and PARK NATIONAL PANK, 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 15, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 12/13/05 as Document # 0534718012 with the Cook County Recorder.

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

Lots 42 through 48, both inclusive, in Block 18 in Kenney's Subdivision of Chicago Heights, a subdivision of the East 1/2 of the Southwest 1/4 and the West 1/2 of the Southeast 1/4 of Section 33, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 3205 Loverock Avenue, Steger, IL 60475. The Real Property tax identification number is 32-33-410-001-0000 through and including 32-33-410-007-0000.

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

"Note" is hereby amended and restated to: The Promissory note dated August 1, 2009 in the original principal amount of \$61,419.34 from Borrower to Lender, together with all renewals of, extension of, modifications of, refinancings of, consolidations of, and substitutions for the promissory 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

\* Park National Bank
Successor Trustee to
Cosmopolitan Bank & Trust
Successor Trustee to
Pullman Bank & Trust



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## OFFICIAL CO MODIFICATION OF MORTGAGE

Loan No: 193278-22471

(Continued)

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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 **AUGUST 1, 2009.** 

**GRANTOR:** 

PARK NATIONAL BANK, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE OF COSMOPOLITAN BANK AND TRUST, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 23, 1999 AND KNOWN AS TRUST NUMBER 71-82433

SIGNATURES, STEE SEE RID EXCULPATORY PROVISIONS TRUSTEE SEE RIDER ATTACHED HERETO WHICH IS EXPRESSLY By: INCORPORATED HEREIN AND MADE A PART HERE IF.

Authorized Signer for Park National Bank, not personally but as Successor Trustee of Cosmopolitan Bank and Trust, not personally but as Trustee under Trust Agreement dated November 23, 1999 and known as Trust Number 71-82438

By:

Clark's Office Authorized Signer for Park National Bank, not personally but as Successor Trustee of Cosmopolitan Bank and Trust, not personally but as Trustee under Trust Agreement dated November 23, 1999 and known as Trust Number 71-82438

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

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Authorized Signer

Park National Bank Successor Trustee to Cosmopolitan Bank & Trust Successor Trustee to Pullman Bank & Trust

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This Modification Agreement is executed by the Trustee, Park National Bank, not 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.

IN WITNESS WEEREOF, 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.

XX, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY, PARK NATIO

BY:

ATTEST:

Land Trust Administrator

STATE OF ILLINOIS

SS

COUNTY OF COOK

-OUNTY ( I, the undersigned, a Notary Public in and for the County and State afor said, DO HEREBY CERTIFY that the above named James S. Galco and Vivian A. 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 sa.4 is strument 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 Administrator tlen 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 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 11th day of September A.D., 2009.

OFFICIAL SEAL SURRAJINA D. MCKINLEY Notary Public - State of Illinois My Commission Expires Jan 24, 2012