

# 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#: 0928133047 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/08/2009 09:25 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

THIS MODIFICATION OF MORTGAGE dated August 15, 2009, is made and executed between Fred L. Davis, whose address is 2726 Seiler Drive, Naperville, IL 60565-4418 (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 23, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 1-6-03 with the Cook County Recorder as Document # 0030012835.

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

PARCEL 1: UNITS 2C AND P-200 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE RESIDENCES OF FORTY-ONE EAST EIGHTH CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AUGUST 15, 2001 AS DOCUMENT

The Real Property or its address is commonly known as 41 E. 8th Street Unit 203, Chicago, IL 60605. The Real Property tax identification number is 17-15-204-038-0000.

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

"Note" is hereby amended in it's entirety to: The Promissory Note dated December 23, 2007 in the original principal amount of \$155,922.87, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit 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

9280-0119  
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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 2127-01

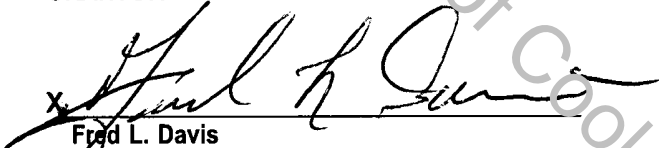
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the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. 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.

**CROSS-COLLATERALIZATION AND CROSS-DEFAULT.** Borrower's Loan # 2127-1, secured by this Mortgage, is hereby cross collateralized and cross-defaulted with Borrower's Loan # 1614-1, 1615-1, and 2387-1, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**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 15, 2009.**

GRANTOR:

  
Fred L. Davis

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2127-01

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

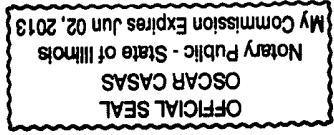
On this day before me, the undersigned Notary Public, personally appeared **Fred L. Davis**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23<sup>rd</sup> day of September, 2009.

By Oscar Casas Residing at 3447 Ridgeland Ave. Berwyn

Notary Public in and for the State of IL

My commission expires 6/2/13



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 23<sup>rd</sup> day of September, 2009 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_

\_\_\_\_\_, 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 Oscar Casas Residing at 3447 Ridgeland Ave. Berwyn

Notary Public in and for the State of IL

My commission expires 6/2/13

