

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FIRST NATIONAL BANK  
FIRST NATIONAL BANK  
101 DIXIE HIGHWAY  
CHICAGO HEIGHTS, IL 60411



Doc#: 0422539070  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 08/12/2004 03:03 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Attn: Commercial Lending  
First National Bank  
P.O. Box 125  
Chicago Heights, IL  
60411-0550

**SEND TAX NOTICES TO:**

GreatBanc Trust Company,  
Trust Number 5223  
20900 S. Western Avenue  
Olympia Fields, IL 60461

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

First National Bank  
101 Dixie Highway  
Chicago Heights, IL 60411

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 4, 2004, is made and executed between GreatBanc Trust Company, Successor to First National Bank in Chicago Heights, not individually, but as Trustee under a Trust Agreement dated September 10, 1981 and known as Trust Number 5223, (referred to below as "Grantor") and FIRST NATIONAL BANK, whose address is 101 DIXIE HIGHWAY, CHICAGO HEIGHTS, IL 60411 (referred to below as "Lender").

EXONERATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HEREOF.

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 4, 1994 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 9, 1994 in the Office of the Cook County Recorder as Document Number 94131762; and an Extension and Modification Agreement dated February 4, 1999 and recorded in the Office of the Cook County Recorder on June 1, 1999 as Document Number 99523654, and an Extension and Modification Agreement dated September 4, 2002 and recorded in the Office of the Cook County Recorder on November 12, 2002 as Document Number 0021245668.

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

LOTS 3, 4 AND 5 (EXCEPT THE SOUTH 21 FEET 4 INCHES OF SAID LOT 5) IN BLOCK 9 IN ORIGINAL TOWN OF CHICAGO HEIGHTS, A SUBDIVISION IN SECTION 20 AND SECTION 21, 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 1511-1517 S. Halsted Street, Chicago Heights, IL 60411. The Real Property tax identification number is 32-20-412-003; 32-20-412-004; 32-20-412-005; 32-20-412-017

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

The following are all effective April 4, 2004:

SJ  
ML  
P-5  
Y/W

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

Loan No: 26032101

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1. The Maturity Date of this mortgage is hereby extended to April 4, 2009.
2. The Interest Rate is hereby modified to 6.00%.
2. The Promissory Note dated February 4, 1994 will be repaid in monthly Principal and Interest payments in the amount of \$678.12, with the first payment due on April 24, 2004, and all Principal and Interest due at Maturity.

**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 endorser 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 4, 2004.**

GRANTOR:

EXONERATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HEREOF.

GREATBANC TRUST COMPANY, TRUST NUMBER 5223

GREATBANC TRUST COMPANY, SUCCESSOR TO FIRST NATIONAL BANK IN CHICAGO HEIGHTS, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED SEPTEMBER 10, 1981 AND KNOWN AS TRUST NUMBER 5223, Trustee of GreatBanc Trust Company, Trust Number 5223

By: Angela Diannetti  
AVP/Sr. Lender Trust Officer, Authorized Officer of GreatBanc Trust Company, Successor to First National Bank in Chicago Heights, not individually, but as Trustee under a Trust Agreement dated September 10, 1981 and known as Trust Number 5223

By: Colleen Sebastian  
Admin Assistant, Authorized Officer of GreatBanc Trust Company, Successor to First National Bank in Chicago Heights, not individually, but as Trustee under a Trust Agreement dated September 10, 1981 and known as Trust Number 5223

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## MODIFICATION OF MORTGAGE

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LENDER:

FIRST NATIONAL BANK

x *Patricia C. Post*  
Authorized Signer

### TRUST ACKNOWLEDGMENT

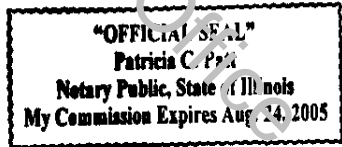
STATE OF IL )  
 ) SS  
COUNTY OF Cook )

On this 24th day of May, 2004 before me, the undersigned Notary Public, personally appeared Angela Giannetti, Authorized Officer and Evelyn Sebastian, Authorized Officer of GreatBanc Trust Company, Successor to First National Bank in Chicago Heights, not individually, but as Trustee under a Trust Agreement dated September 10, 1981 and known as Trust Number 5223, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Patricia C. Post* Residing at Olympia Fields, IL

Notary Public in and for the State of IL

My commission expires 8-24-05



EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

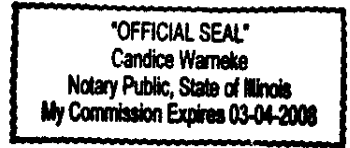
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 24<sup>th</sup> day of May, 2004 before me, the undersigned Notary Public, personally appeared Patricia Patt and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Candice M. Wameke Residing at 20900 S Western

Notary Public in and for the State of Illinois

My commission expires 3/4/2008



EXONERATION CLAUSE IS ATTACHED  
 HERETO AND MADE A PART HEREOF.

Cook County Clerk's Office

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## EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against GreatBanc Trust Company as Successor Trustee to First National Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company as Successor  
Trustee to First National Bank,  
not individually, but solely as Trustee,  
under Trust No. 5223

By Angela Bevinette  
Assistant Vice President &  
Sr. Land Trust Officer