



Doc#: 0424518052  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 09/01/2004 10:07 AM Pg: 1 of 6

RECORDATION REQUESTED BY:  
FIRST NATIONAL BANK  
FIRST NATIONAL BANK  
101 DIXIE HIGHWAY  
CHICAGO HEIGHTS, IL 60411

WHEN RECORDED MAIL TO:  
FIRST NATIONAL BANK  
FIRST NATIONAL BANK  
101 DIXIE HIGHWAY  
CHICAGO HEIGHTS, IL 60411



SEND TAX NOTICES TO:  
GreatBanc Trust Company as  
Trustee under Trust  
Agreement dated May 10,  
2002 and known as Trust  
Number 8413  
20900 South 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 August 6, 2004, is made and executed between <sup>\*\*</sup>GreatBanc Trust Company, not personally but as Trustee on behalf of GreatBanc Trust Company as Trustee under Trust Agreement dated May 10, 2002 and known as Trust Number 8413 (referred to below as "Grantor") and FIRST NATIONAL BANK, whose address is 101 DIXIE HIGHWAY, CHICAGO HEIGHTS, IL 60411 (referred to below as "Lender"). <sup>\*\*</sup>FIRST NATIONAL BANK, as successor Trustee to

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 10, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 18, 2002, in the Office of the Cook County Recorder, as Document Number 0020676549.

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

**EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.**

PARCEL 1:  
LOT 10 AND THE NORTH 1/2 OF LOT 11 IN BLOCK 13 IN A. T. MCINTOSH'S MIDLOTHIAN MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
THE SOUTH 1/2 OF LOT 11, ALL OF LOT 12 AND THE NORTH 10 FEET OF LOT 13 IN BLOCK 13 IN A. T. MCINTOSH'S MIDLOTHIAN MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Sy  
pl  
my

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

Page 2

Loan No: 26057101

The Real Property or its address is commonly known as 14638 and 14640 S. Harding Avenue, Midlothian, IL 60445. The Real Property tax identification number is 28-11-123-040-0000, 28-11-123-041-0000 AND 28-11-123-044-0000

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

1. The definition of Note is hereby modified to include a Promissory Note dated August 6, 2004 in the original principal amount of \$1,343,251.00, from Archer Construction and Restoration Services, Inc. and Joseph T. and Diana F. Sebastrian to Lender, including all renewals, extentions, modifications, refinancings, consolidations and substitutions for this Promissory Note. An Event of Default under the Promissory Note described in the section entitled Note in the original Mortgage, shall be considered an Event of Default under the Promissory Note described above.
2. 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 \$3,486,502.00.

**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.

**CROSS-COLLATERALIZATION.** In Addition to the Note, this Mortgage secures the following described additional indebtedness: The Promissory Note dated August 6, 2004, in the original principal amount of \$1,343,251.00, from Archer Construction and Restoration Services, Inc., Joseph T. Sebastian and Diana F. Sebastian to Lender, including all renewals, extensions, modifications, refinancings, consolidations and substitutions for the Promissory Note. An event of Default under the Promissory Note described in the section entitled Note in the Mortgage, shall be considered an Event of Default under the Promissory Note described above.

**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 6, 2004.**

**EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.**

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 26057101

**GRANTOR:**

FIRST NATIONAL BANK, as successor Trustee to  
GREATBANC TRUST COMPANY AS TRUSTEE UNDER TRUST  
AGREEMENT DATED MAY 10, 2002 AND KNOWN AS TRUST NUMBER  
8413

FIRST NATIONAL BANK, as successor Trustee to  
GREATBANC TRUST COMPANY, not personally but as Trustee under  
that certain trust agreement dated 04-15-2002 and known as GreatBanc  
Trust Company as Trustee under Trust Agreement dated May 10, 2002  
and known as Trust Number 8413.

By: Angela Giannetti  
Angela Giannetti, AVP & Sr. Land Trust Off. of ~~GreatBanc~~  
~~Trust Company~~ x

By: Evelyn Sebastian  
Evelyn Sebastian, Administrative Assistant of ~~GreatBanc~~  
~~Trust Company~~ x

**LENDER:**

FIRST NATIONAL BANK

William J. Hean  
Authorized Signer  
WJH

**EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.**

PROPOSED  
Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 26057101

### TRUST ACKNOWLEDGMENT

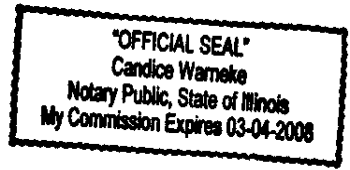
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 6<sup>th</sup> day of August, 2004 before me, the undersigned Notary Public, personally appeared **Angela Giannetti, AVP & Sr. Land Trust Off. and Evelyn Sebastian, Administrative Assistant of \*GreatBanc Trust Company**, 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 Candice M. Wameke Residing at 2900 S. Western Ave.

Notary Public in and for the State of Illinois

My commission expires 3/4/2008



\*\*First National Bank, as successor Trustee to

EXONERATION CLAUSE IS ATTACHED  
 HERETO AND MADE A PART HEREOF.

Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 26057101

### LENDER ACKNOWLEDGMENT

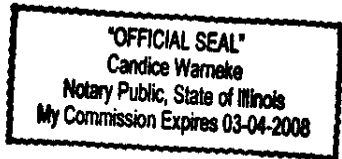
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 6<sup>th</sup> day of August, 2004 before me, the undersigned Notary Public, personally appeared William O'Hearn and known to me to be the Senior 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. Warneke Residing at 2000 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.

PROVIDED OF Cook County Clerk's Office

# UNOFFICIAL COPY

## 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 First National Bank as successor Trustee to GreatBanc Trust Company 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.

First National Bank as successor Trustee to  
GreatBanc Trust Company, not individually,  
but solely as Trustee Under Trust No. 8413

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