

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Founders Bank  
✓ Worth Branch  
6825 West 111th Street  
Worth, IL 60482

Doc#: 0503833246  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 02/07/2005 02:15 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Founders Bank  
Worth Branch  
6825 West 111th Street  
Worth, IL 60482

**SEND TAX NOTICES TO:**

Founders Bank Trust #5575  
11850 South Harlem Avenue  
Palos Heights, IL 60463

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

K. M. Arnold  
Founders Bank  
6825 West 111th Street  
Worth, IL 60482

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 14, 2004, is made and executed between Founders Bank, not personally but as Trustee on behalf of Founders Bank Trust #5575, whose address is 11850 South Harlem Avenue, Palos Heights, IL 60463 (referred to below as "Grantor") and Founders Bank, whose address is 6825 West 111th Street, Worth, IL 60482 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 29, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded by Cook County Recorder on 01-04-2000 as Document #00004700 and Assignment of Rents recorded by Cook County Recorder on 01-04-2000 as Document #00004701.

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

ALL OF LOT 13 (EXCEPT THE WEST 38 FEET THEREOF) AND ALL OF LOT 14, IN STOLL'S CICERO AVENUE INDUSTRIAL SUBDIVISION NO. 1, OF PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4627-33 West 120th Street, Alsip, IL 60803. The Real Property tax identification number is 24-27-100-080-0000

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

**NOTE.** The word "Note" is hereby changed to mean the Promissory Note dated December 14, 2004, in the original principal amount of \$376,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note or Agreement. The interest rate on the Note is 6.750%.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

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## MODIFICATION OF MORTGAGE

(Continued)

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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 14, 2004.**

**GRANTOR:**

**FOUNDERS BANK TRUST #5575**

**FOUNDERS BANK, not personally but as Trustee under that certain trust agreement dated 08-23-1999 and known as Founders Bank Trust #5575.**

By: \_\_\_\_\_

Trust Officer

**LENDER:**

**FOUNDERS BANK**

X \_\_\_\_\_

Authorized Signer

*This instrument is executed by the undersigned Lender and Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it by the Trust Agreement. It is expressly understood and agreed that all the provisions, covenants, representations, covenants, undertakings and other obligations herein made on the part of the Trustee and the Lender by or shall in any way be personal responsibility is assumed by or shall in any way be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.*

*This instrument is executed by the undersigned Lender and Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it by the Trust Agreement. It is expressly understood and agreed that all the provisions, covenants, representations, covenants, undertakings and other obligations herein made on the part of the Trustee and the Lender by or shall in any way be personal responsibility is assumed by or shall in any way be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.*

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## MODIFICATION OF MORTGAGE

(Continued)

### TRUST ACKNOWLEDGMENT

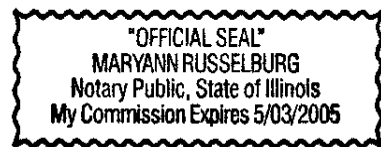
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 17 day of December, 2004 before me, the undersigned Notary Public, personally appeared **Trust Officer**, of **Founders Bank**, and known to me to be an authorized trustee or agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Maryann Russelburg Residing at Palo Alto

Notary Public in and for the State of Illinois

My commission expires 5/03/2005



### LENDER ACKNOWLEDGMENT

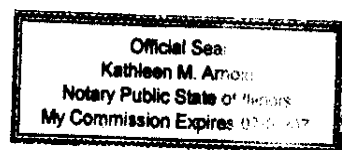
STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 14th day of December, 2004 before me, the undersigned Notary Public, personally appeared Joseph G. Glab 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 Kathleen M. Arnold Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires July 1, 2007



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## MODIFICATION OF MORTGAGE

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