



Doc#: 0533548133 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/01/2005 02:14 PM Pg: 1 of 4

## MODIFICATION AGREEMENT

This Modification of Modification Agreement, Home Equity Agreement and Disclosure and Mortgage (herein after referred to as the "Modification Agreement") made this 15th day of September 2005 by FIRST NATIONAL BANK AS SUCCESSOR TRUSTEE TO GREATBANC TRUST COMPANY, TRUST #8132 (herein after referred to as "Mortgagor") and First National Bank (herein after referred to as "Mortgagee").

WITNESSETH

Whereas, Mortgagor has executed and delivered to Mortgagee that certain Modification Agreement, Home Equity Agreement and Disclosure and Mortgage dated SEPTEMBER 22, 1998 in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), which is secured by a Mortgage of even date therewith, recorded on OCTOBER 9, 1998 in the Recorder's Office of COOK County, Illinois as Document Number 98910692 and relating to the property legally described as follows:

THE SOUTH 200 FEET (EXCEPT THE WEST 318 FEET) OF LOT 12 IN MONSON & COMPANY'S RESUBDIVISION OF LOTS 1 TO 6, 12 AND 13, AND LOTS "A", "B", "C", AND A PRIVATE DRIVE IN MONSON'S AND COMPANY'S SECOND PALOS PARK SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 23-27-200-009 Volume: 152

Also known as: 9105 W 120<sup>th</sup> Street, Palos Park, IL

Whereas, Mortgagor and Mortgagee have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by Mortgagee, the Mortgagor and Mortgagee agree that the Home Equity Agreement and Disclosure and Mortgage shall be and are hereby modified as follows;

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

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1. The maturity date of SEPTEMBER 22, 2005 is hereby changed to SEPTEMBER 22, 2012.
2. The floor rate of 4.75% is hereby changed to 4.00%.
3. Except for the modifications stated hereinabove, the Home Equity Agreement and Disclosure and Mortgage are not otherwise changed, modified, or amended, and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first written above.

FIRST NATIONAL BANK

Guarantor

By: *Stephen R. Clark*  
Stephen R. Clark

*Robert J. Moetzl*  
ROBERT J. MOETZEL

Its: *Assistant Vice President*  
Assistant Vice President

*Margaret A. Noetzl*  
MARGARET A. NOETZEL

ATTEST:  
By: *Mary R. Skimerhorn*  
Mary R. Skimerhorn

Its: *Retail Underwriter*  
Retail Underwriter

BORROWER: FIRST NATIONAL BANK AS SUCCESSOR TRUSTEE TO GREATBANC TRUST COMPANY, TRUST #8132

By: *Angela Giannetti*  
Angela Giannetti

Its: Assistant Vice President and Sr. Land Trust Officer

ATTEST:  
By: *Connie Nyiri*  
Connie Nyiri

Its: Administrative Assistant

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

# UNOFFICIAL COPY

PREPARED BY AND MAIL TO: GREATBANC LOAN ADMIN / LINDA KURZ  
C/O FIRST NATIONAL BANK  
P.O. BOX 550  
CHICAGO HEIGHTS, IL 60411

State of Illinois )  
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROBERT J. NOETZEL AND MARGARET A. NOETZEL, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 20 day of SEP, 2005.

Thomas E. Davare  
Notary Public

My commission expires 8-5-2006



EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

# 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. 8132

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