

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509



Doc#: 0600604155 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/06/2008 10:06 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

**SEND TAX NOTICES TO:**

FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

## MODIFICATION OF MORTGAGE

**CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO**

THIS MODIFICATION OF MORTGAGE dated November 20, 2005, is made and executed between FIRST STATE BANK & TRUST CO OF PARK RIDGE, not personally but as Trustee on behalf of FIRST STATE BANK & TRUST CO. OF PARK RIDGE TRUST #0005502088 11/T/A DATED 12/16/89, whose address is 171 N CLARK ST., CHICAGO, IL 60601 (referred to below as "Grantor") and FIRST NATIONS BANK, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 15, 2000 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED ON NOVEMBER 30, 2000 IN COOK COUNTY, ILLINOIS, RECORDING #00937879.**

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

LOT 222 IN BLOCK 6 IN L.R. MCDONALD'S PARK RIDGE NORTH, BEING THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST 165 FEET (MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22 AFORESAID, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1851 BIRCH LANE, PARK RIDGE, IL 60068. The Real Property tax identification number is 09-22-420-006-0000

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

**EXTENDING THE MATURITY 5 TEARS TO NOVEMBER 20, 2010 AND CHANGING THE INTEREST RATE FROM WSJ PRIME MINUS .25% (CURRENTLY 6.75%) TO WSJ PRIME MINUS .50% (CURRENTLY 6.50%). ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

**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

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## MODIFICATION OF MORTGAGE

(Continued)

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 NOVEMBER 20, 2005.**

**GRANTOR: CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO**

**FIRST STATE BANK & TRUST CO. OF PARK RIDGE #2088**

**FIRST STATE BANK & TRUST CO OF PARK RIDGE, not personally but as Trustee under FIRST STATE BANK & TRUST CO. OF PARK RIDGE #2088.**

By: *Linda S. Bane*  
TRUST OFFICER

**LENDER:**

**FIRST NATIONS BANK**

*Jon Sperry*  
Authorized Signer

ATTACHED EXONERATION RIDEN IS INCORPORATED HEREIN

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO \*

STATE OF Illinois )

) SS

COUNTY OF Cook )

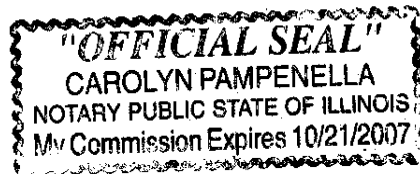
On this 6th day of December, 2005 before me, the undersigned Notary Public, personally appeared **TRUST OFFICER, of FIRST STATE BANK & TRUST CO OF PARK RIDGE**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 [Signature]

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

STATE OF IL )

) SS

COUNTY OF COOK )

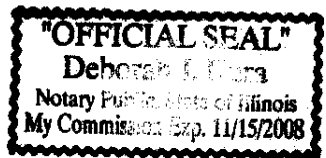
On this 9th day of December, 2005 before me, the undersigned Notary Public, personally appeared JEFF SPREEMAN and known to me to be the LOAN OFFICER, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and 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 [Signature]

Residing at Park Ridge

Notary Public in and for the State of IL

My commission expires 11/15/08



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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Property Clerk's Office