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0603748080

**RECORDATION REQUESTED BY:**

First Bank  
Villa Park  
101 East St. Charles Road  
Villa Park, IL 60181

Doc#: 0603748080 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/06/2006 11:25 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

FIRST BANK  
ATTN: DOCUMENT  
SERVICES  
560 ANGLUM ROAD  
HAZELWOOD, MO 63041

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Tammy D. Pohlman, Loan Documentation Specialist  
First Bank  
P.O. Box 790269  
St. Louis, MO 63179-0269

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated September 5, 2005 is made and executed between Chicago Land Title Trust Company, successor trustee to Fifth Third Bank, successor to Old Kent Bank, successor to Pinnacle Bank, successor to First National Bank of Cicero, not personally but as Trustee on behalf of Trust Number 9461, whose address is 6000 West Cermak Road, Cicero, IL 60804 (referred to below as "Grantor") and First Bank, whose address is 101 East St. Charles Road, Villa Park, IL 60181 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 29, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 14, 1998 in the Recorder's Office Cook County, State of Illinois as Document Number 98036842.

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

See See Exhibit 'A' attached hereto and incorporated herein, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 5.2 Acres near the intersection of 127th Street and Cicero Avenue, Alsip, IL 60804. The Real Property tax identification number is 24-34-103-033 - Affects Parcel 1;

- 24-34-103-007 - Affects Parcel 2 and other property;
- 24-34-103-008 - Affects Parcel 3 and other property;
- 24-34-104-005 - Affects Lot 5 in Parcel 4 and other property;
- 24-34-104-006 - Affects Lot 6 in Parcel 4 and other property;
- 24-34-104-007 - Affects Lot 7 in Parcel 4 and other property;
- 24-34-104-008 - Affects Lot 8 in Parcel 4 and other property;
- 24-34-103-006 - Affects Parcel 5;
- 24-34-104-016 - Affects Parcel 6;

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## MODIFICATION OF MORTGAGE

Loan No: 979050000834

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- 24-34-103-020 - Affects Lot 25 in Parcel 7 and other property;
- 24-34-103-019 - Affects Lot 26 in Parcel 7 and other property;
- 24-34-103-018 - Affects Lot 27 in Parcel 8;
- 24-34-103-017 - Affects Lot 28 in Parcel 8;
- 24-34-104-002 - Affects Lot 1 in Parcel 9;
- 24-34-104-001 - Affects Lot 2 in Parcel 9;
- 24-34-104-003 - Affects Lot 3 in Parcel 9; and
- 24-34-104-004 - Affects Lot 4 in Parcel 9

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

**Extend maturity from September 5, 2005 to December 5, 2005.**

**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.

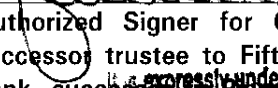
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 5, 2005.**

**GRANTOR:**

**TRUST NUMBER 9461**

**CHICAGO LAND TITLE TRUST COMPANY, SUCCESSOR TRUSTEE TO FIFTH THIRD BANK, SUCCESSOR TO OLD KENT BANK, SUCCESSOR TO PINNACLE BANK, SUCCESSOR TO FIRST NATIONAL BANK OF CICERO, not personally but as Trustee under that certain trust agreement dated 05-10-1988 and known as Trust Number 9461.**

By:

  
Authorized Signer for Chicago Land Title Trust Company,  
successor trustee to Fifth Third Bank, successor to Old Kent  
Bank, successor to Pinnacle Bank, successor to First National  
Bank of Cicero

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that the undersigned and all of the warranties, indemnities, representations, covenants, undertakings and agreements of said 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 for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose only that portion of the trust property specifically described herein, and this instrument is not to be construed as imposing any personal liability or personal responsibility on said Trustee, and no such personal liability or personal responsibility is assumed by nor shall at any time be accepted or assumed by the undersigned land trustee, on account of this instrument or on account of any representation, covenant or agreement of the said Trustee in this instrument contained, either express or implied, and such personal liability, if any, being hereby waived and released.

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## EXHIBIT A

### LEGAL DESCRIPTION

5.2 Acres near the intersection of 127th Street & Cicero Ave., Alsip

**PARCEL 1:**

THOSE PARTS OF LOTS 23 AND 24 IN BLOCK 2 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP, SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH EASTERLY OF A LINE INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 24 AT A DISTANCE OF 33.97 FEET FROM ITS NORTH WEST CORNER AND THE EASTERLY BOUNDARY OF SAID LOT 23 AT A DISTANCE OF 57.08 FEET FROM ITS SOUTH EAST CORNER, IN COOK COUNTY, ILLINOIS

PIN: 24-34-103-033

**PARCEL 2:**

THAT PART OF LOT 7 IN BLOCK 2 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP IN SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING NORTHEASTERLY OF A LINE INTERSECTING THE WESTERLY BOUNDARY OF SAID LOT 7, AT A DISTANCE OF 67.26 FEET FROM ITS SOUTH WEST CORNER AND THE SOUTHERLY BOUNDARY OF SAID LOT 7, AT A DISTANCE OF 91.52 FEET FROM ITS SOUTH WEST CORNER, IN COOK COUNTY, ILLINOIS

PIN: 24-34-103-007

**PARCEL 3:**

THAT PART OF LOT 8 IN BLOCK 2 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP IN SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING NORTH EASTERLY OF A LINE INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 8 AT A DISTANCE OF 91.52 FEET FROM ITS NORTH WEST CORNER AND THE EASTERLY BOUNDARY OF SAID LOT 8 AT A DISTANCE OF 24.67 FEET FROM ITS SOUTH EAST CORNER

PIN: 24-34-103-008

**PARCEL 4:**

LOTS 5 TO 8, BOTH INCLUSIVE, IN BLOCK 1 IN ALSIP MANOR, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1946 AS DOCUMENT 13836063 IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF LOT 8 CONVEYED TO ILLINOIS TOLL HIGHWAY COMMISSION)

PIN: 24-34-104-005; 24-34-104-006; 24-34-104-007; 24-34-104-008

**PARCEL 5:**

LOT 6 IN BLOCK 2 IN ALSIP MANOR A SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 24-34-103-006

**PARCEL 6:**

THAT PART OF LOT 9 IN BLOCK 1 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP IN SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING EASTERLY OF A LINE INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 9 AT A DISTANCE OF 11.48 FEET FROM ITS NORTH WEST CORNER AND THE SOUTHERLY BOUNDARY OF SAID LOT 9 AT A DISTANCE OF 111.13 FEET FROM ITS SOUTH WEST CORNER, IN COOK COUNTY, ILLINOIS

PIN: 24-34-104-016

**PARCEL 7:**

LOT 25 (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE INTERSECTING THE WESTERLY BOUNDARY OF SAID LOT 25 AT A DISTANCE OF 24.67 FEET FROM THE SOUTH WEST CORNER AND THE SOUTHERLY BOUNDARY OF SAID LOT 25 AT A DISTANCE OF 33.57 FEET FROM ITS SOUTH WEST CORNER) AND ALL OF LOT 26 IN BLOCK 2 IN ALSIP MANOR IN THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 24-34-103-020

**PARCEL 8:**

LOTS 27 AND 28 IN BLOCK 2 IN ALSIP MANOR OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 24-34-103-018; 24-34-103-019

**PARCEL 9:**

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN ALSIP MANOR, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1946 AS DOCUMENT 13836063, IN COOK COUNTY, ILLINOIS

PIN: 24-34-104-001; 24-34-104-002; 24-34-104-003; 24-34-104-004

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## MODIFICATION OF MORTGAGE

Loan No: 979050000834

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LENDER:

FIRST BANK

X *[Signature]*  
 Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

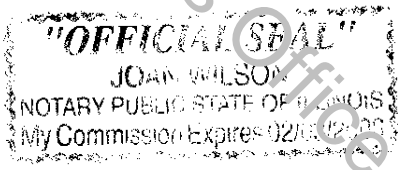
On this 28TH day of October, 2005 before me, the undersigned Notary Public, personally appeared CHARLOTTE URSOVA

, and known to me to be (an) authorized trustee(s) or agent(s) 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/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Joan Wilson* Residing at Cook County

Notary Public in and for the State of Illinois

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



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## MODIFICATION OF MORTGAGE

Loan No: 979050000834

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### LENDER ACKNOWLEDGMENT

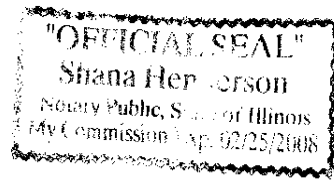
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 14<sup>th</sup> day of November, 2008 before me, the undersigned Notary Public, personally appeared Michael A. Mott 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 Shana Hererson Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 02-25-2018



Cook County Clerk's Office