

RECORDATION REQUESTED BY:
FAMILY BANK AND TRUST
CO.
10360 South Roberts Road
Palos Hills, IL 60465



Doc#: 0607608108 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/17/2006 03:20 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
FAMILY BANK AND TRUST
CO.
10360 South Roberts Road
Palos Hills, IL 60465

SEND TAX NOTICES TO:
FAMILY BANK AND TRUST
CO.
10360 South Roberts Road
Palos Hills, IL 60465

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Kristal McCool, Loan Processor
FAMILY BANK AND TRUST CO.
10360 South Roberts Road
Palos Hills, IL 60465

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 3, 2006, is made and executed between Family Bank and Trust Company as Trustee for Trust #8-770 dated December 22, 2003, not personally but as Trustee, whose address is 10360 S. Roberts Road, Palos Hills, IL 60465 (referred to below as "Grantor") and FAMILY BANK AND TRUST CO., whose address is 10360 South Roberts Road, Palos Hills, IL 60465 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 1, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Construction Mortgage dated September 1, 2005, in the amount of \$750,000.00 and recorded in the office of the Cook County Recorder of Deeds on September 27, 2005 as Document Number 0527008069.

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

Parcel 1: THAT PART OF LOTS 29 AND 30 DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF LOT 30, A DISTANCE OF 64.27 FEET NORTH, 19 DEGREES 00 MINUTES 07 SECONDS WEST OF THE SOUTHWEST CORNER OF LOT 30; THENCE NORTH 19 DEGREES 00 MINUTES 07 SECONDS WEST, 14.21 FEET ALONG THE SAID WEST LINE OF THE SOUTHWEST CORNER OF LOT 29; THENCE NORTH 28 DEGREES 38 MINUTES 19 SECONDS WEST, 21 FEET ALONG THE WEST LINE, TO LOT 29; THENCE NORTH 69 DEGREES 57 MINUTES 39 SECONDS, EAST 111.28 FEET TO THE EAST LINE OF LOT 29; THENCE SOUTHERLY 4.36 FEET ALONG LAST SAID EAST LINE OF LOT 29; THENCE SOUTHERLY 25.24 FEET ALONG THE EAST LINE OF LOT 30; THENCE SOUTH 67 DEGREES 02 MINUTES 14 SECONDS WEST 113.42 FEET, THROUGH A PARTY WALL, TO THE POINT OF BEGINNING, ALL IN BLOCK 1 IN SURREYBROOK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 21744 PETERSON AVENUE. Parcel 2: THAT PART OF LOT 30 DESCRIBED AS

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MODIFICATION OF MORTGAGE (Continued)

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FOLLOWS: BEGINNING ON THE WEST LINE OF LOT 30, A DISTANCE OF 40.21 FEET NORTH 16 DEGREES 00 MINUTES 07 SECONDS WEST OF THE SOUTHEAST CORNER OF LOT 30; THENCE NORTH 19 DEGREES 00 MINUTES 07 SECONDS WEST 24.06 FEET ALONG SAID WEST LINE; THENCE NORTH 67 DEGREES 02 MINUTES 14 SECONDS EAST 113.42 FEET THROUGH A PARTY WALL TO THE EAST LINE OF LOT 30; THENCE SOUTHERLY 24.03 FEET ALONG SAID EAST LINE; THENCE SOUTH 67 DEGREES 02 MINUTES 14 SECONDS WEST 115.91 FEET THROUGH A PARTY WALL TO THE POINT OF BEGINNING, ALL IN BLOCK 1 IN SURREYBROOK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 21746 PETERSON AVENUE.

Parcel 3:

THAT PART OF LOT 30 DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF LOT 30, A DISTANCE OF 16.15 FEET NORTH 19 DEGREES 00 MINUTES 07 SECONDS WEST OF THE SOUTHWEST CORNER OF LOT 30, THENCE NORTH 19 DEGREES 00 MINUTES 07 SECONDS WEST 24.06 FEET ALONG SAID WEST LINE; THENCE NORTH 67 DEGREES 02 MINUTES 14 SECONDS EAST 115.91 FEET THROUGH A PARTY WALL TO THE EAST LINE OF LOT 30; THENCE SOUTHERLY 24.07 FEET ALONG SAID EAST LINE; THENCE SOUTH 67 DEGREES 02 MINUTES 14 SECONDS WEST 115.86 FEET THROUGH A PARTY WALL TO THE PLACE OF BEGINNING, ALL IN BLOCK 1 IN SURREYBROOK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1973 AS DOCUMENT 22296201, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 21748 PETERSON AVENUE.

Parcel 4:

THAT PART OF LOT 30 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 30, THENCE SOUTH 89 DEGREES 20 MINUTES 55 SECONDS WEST 110 FEET ALONG THE SOUTH LINE OF LOT 30 THENCE NORTH 19 DEGREES 00 MINUTES 07 SECONDS WEST 16.15 FEET ALONG THE WEST LINE OF LOT 30 THENCE NORTH 67 DEGREES 02 MINUTES 14 SECONDS EAST 115 FEET THROUGH A PARTY WALL TO THE EAST LOT LINE OF LOT 30 TO THE POINT OF BEGINNING ALL IN BLOCK 1 IN SURREYBROOK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 21750 PETERSON AVENUE.

The Real Property or its address is commonly known as 21744-50 Peterson Avenue, Sauk Village, IL 60411. The Real Property tax identification number is 32-25-109-126, 127, 128, 129-0000.

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

Whereas, the undersigned, owner of said premises has found it necessary and does hereby request a modification of terms of said loan for the following reasons: To increase the loan amount of the existing Note and Construction Mortgage by Thirty-Six Thousand and 00/100 (\$36,000) and to increase the floor rate under the Note secured by this Construction Mortgage from 8.50% to 9.50% .

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.

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MODIFICATION OF MORTGAGE (Continued)


GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 3, 2006.

GRANTOR:

FAMILY BANK AND TRUST COMPANY AS TRUSTEE FOR TRUST #8-770
DATED DECEMBER 22, 2003, NOT PERSONALLY BUT AS TRUSTEE

FAMILY BANK AND TRUST COMPANY AS TRUSTEE, not personally but
as Trustee under that certain trust agreement dated 12-22-2003 and
known as Family Bank and Trust Company as Trustee for Trust #8-770
dated December 22, 2003, not personally but as Trustee.

By: 
Marvin A. Siensa
Chairman of The Board, CEO & Trust Officer

By: 
Michael M. Siensa, Executive Vice President, & A.T.O.

LENDER:

FAMILY BANK AND TRUST CO.

X _____
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

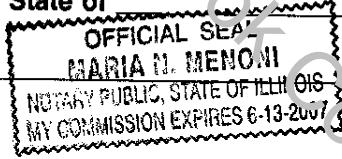
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 3rd day of March, 2006 before me, the undersigned Notary Public, personally appeared **Marvin A. Siensa, ; Michael M. Siensa, Executive Vice President of Family Bank and Trust Company a Trustee**, 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 Maria M. Menoni Residing at Palos Hills, IL 60465

Notary Public in and for the State of IL

My commission expires _____



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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