

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
BANK OF BOURBONNAIS  
ONE HERITAGE PLAZA  
BOURBONNAIS, IL 60914



Doc#: 0715049116 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/30/2007 03:40 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:  
BANK OF BOURBONNAIS  
ONE HERITAGE PLAZA  
BOURBONNAIS, IL 60914

SEND TAX NOTICES TO:  
BANK OF BOURBONNAIS  
ONE HERITAGE PLAZA  
BOURBONNAIS, IL 60914

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

## MODIFICATION OF MORTGAGE

FIRST NATIONS BANK F/K/A

THIS MODIFICATION OF MORTGAGE dated February 1, 2007, is made and executed between FNBW BANK, Trustee of FNBW BANK TRUST #1395, whose address is 7757 W. DEVON AVE., CHICAGO, IL 60631 (referred to below as "Grantor") and BANK OF BOURBONNAIS, whose address is ONE HERITAGE PLAZA, BOURBONNAIS, IL 60914 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 26, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED 02/10/04 AS DOCUMENT NUMBER 0404134039 IN THE COOK COUNTY RECORDER OF DEEDS .

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

See EXHIBIT "A", 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 359 HAWTHORNE CIRCLE , MOUNT PROSPECT , IL. The Real Property tax identification number is 08-23-201-055.

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

EXTEND MATURITY DATE TO FEBRUARY 1, 2010, INCREASE INTEREST RATE TO 7.50%, ADJUST REGULAR SCHEDULED PAYMENT TO REFLECT INTEREST RATE CHANGE.

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

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## MODIFICATION OF MORTGAGE (Continued)

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.

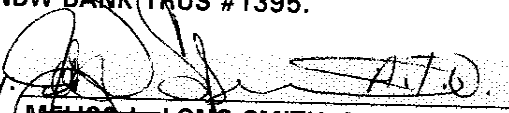
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2007.**

GRANTOR:

*FIRST NATIONS BANK F/K/A*

*F* FNBW BANK, TRUSTEE OF FNBW BANK TRUS #1395

*F* FNBW BANK AS TRUSTEE U/T/A DATED JULY 30, 2001 AND KNOWN AS TRUST #1395, not personally but as Trustee under that certain trust agreement dated 07-30-2001 and known as FNBW BANK, Trustee of FNBW BANK TRUS #1395.

By:   
~~MELISSA L. LONG-SMITH~~, TRUST OFFICER OF FNBW BANK AS TRUSTEE U/T/A DATED JULY 30, 2001 AND KNOWN AS TRUST #1395

LENDER:

*The terms and conditions in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.*

BANK OF BOURBONNAIS

*[Signature]*  
x \_\_\_\_\_  
Authorized Signer

The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise, the beneficiary of this Trust has management and control of the premises and as such, has the authority on its/their own behalf as environmental representative but not as agent for or on behalf of the Trustee

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)  
) SS  
)

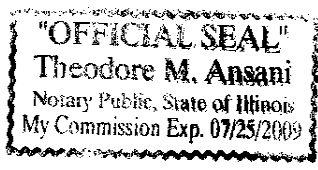
FIRST NATIONS BANK F/K/A

On this 21~~st~~ day of March, 2007 before me, the undersigned Notary Public, personally appeared ~~MELISSA LINDA SMITH~~, TRUST OFFICER of FNBW BANK AS TRUSTEE U/T/A DATED JULY 30, 2007 AND KNOWN AS TRUST #1395, 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 Theodore M. Ansani Residing at Park Ridge

Notary Public in and for the State of Illinois

My commission expires 7/25/09



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

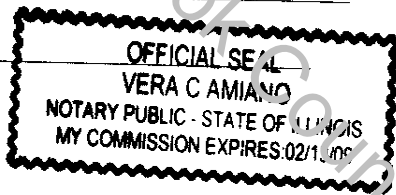
STATE OF Illinois )  
 ) SS  
 COUNTY OF Kankakee )

On this March day of 21st, 2007 before me, the undersigned Notary Public, personally appeared Kimberly E McDermott 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 Vera C. Amiano Residing at Bourbonnais, IL 60914

Notary Public in and for the State of Illinois

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



Clerk's Office

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Rider attached to and made a part of the Mortgage  
 This MORTGAGE is executed by the First Nations Bank F/K/A FNBW Bank F/K/A First National Bank of Wheaton not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Nations Bank F/K/A FNBW Bank F/K/A First National Bank of Wheaton, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating liability on the said Mortgagor or on said First Nations Bank F/K/A FNBW Bank F/K/A First National Bank of Wheaton personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successor and said First Nations Bank F/K/A FNBW Bank F/K/A First National Bank of Wheaton personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.  
 First Nations Bank F/K/A FNBW Bank F/K/A First National Bank of Wheaton, not personally but as Trustee under Trust No. 1395

First Nations Bank F/K/A FNBW BANK F/K/A First National Bank of Wheaton  
 As Trustee Under Trust Agreement

Dated 1/30/07 and Known

As Trust Number 1395

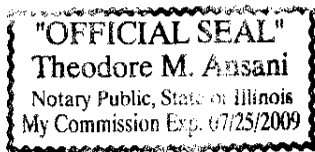
By: [Signature] SA.T.O.

Dated: 3/21/07

State Of Illinois )  
 )  
 County Of ) SS.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Jodi Sreenan 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 and delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of March, 2007



[Signature]  
 Notary Public

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## PARCEL 1:

ALL THAT PART LYING WEST OF THE EAST 92.48 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF THAT PART OF LOT 1 IN HAWTHORNES SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1975 AS DOCUMENT 23300430, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE DUE WEST ALONG THE NORTH LINE OF SAID LOT 1, 452.29 FEET; THENCE DUE SOUTH 166.51 FEET TO A POINT FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 58 MINUTES 26 SECONDS EAST, 141.17 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 34 SECONDS WEST, 52.80 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 26 SECONDS WEST, 141.17 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 34 SECONDS EAST, 52.80 FEET TO THE POINT OF BEGINNING.

## PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED APRIL 7, 1976 AS DOCUMENT 27403254 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 27, 1975 KNOWN AS TRUST NUMBER 49124 TO ROSE ANNE PEKNY RECORDED SEPTEMBER 8, 1980 AS DOCUMENT 25574912 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS