UNOFFICIAL COPY

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

WHEN RECORDED MAIL TO: BANK OF BOURBONNAIS ONE HERITAGE PLAZA BOURBONNAIS, IL 60914 Doc#: 0715049118 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/30/2007 03:41 PM Pg: 1 of 6

SEND TAX NOTICES TO:
BANK OF BOURBONNAIS
ONE HERITAGE PLAZA
BOURBONNAIS, 12 60914

FOR RECORDER J USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1 2007, is made and executed between FNBW BANK, Trustee of FNBW BANK TRUS #1407, whose address is 7757 W. DEVON AVE., CHICAGO, IL 60631 FOR (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 deted January 26, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED 02/10/04 AS DOCUMENT NUMBER 0404134081 IN THE COOK COUNTY RECORDER OF DEEDS.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described feal 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 357 HAWTHORNE CIRCLE, MOUNT PROSPECT, IL. The Real Property tax identification number is 08-23-201-054.

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

WE LEX

UNOFFICIAL C

MODIFICATION OF MORTGAGE (Continued)

Page 2

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:

FNBW BANK, TRUSTLE OF FNBW BANK TRUS #1407

PEIRST NATIONS BANK

FNBW BANK AS TRUSTEE U/T/A DATED JULY 30, 2001 AND KNOWN AS TRUST #1407, not personally but as Trustee under that certain trust agreement dated 07-30-2001 and known as FNBW BANK, Trustee of SFNBW BANK TRUS #1407.

LONG-SWITH, TRUST OFFICER of FILEW BANK AS part hereof. STEE U/T/A DATED JULY 30, 2001 AND KNOWN AS TRUST/#1407

LENDER:

BANK OF BOURBONNAIS

Authorized Signer

The terms and conditions in this instrument to the contrary not withstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a

The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the remises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or ្រាំងrwise, the beneficiary this Trust has management and control of the premires 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

0715049118 Page: 3 of 6

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 3

TRUST ACKNO	OWLEDGMENT
STATE OF Wiren)
COUNTY OF Cook	1 STRIST NATIONS BANK
agent of the trust that exeruted the Modification of Λ free and voluntary act and sees of the trust, by author	before me, the undersigned Notary TRUST OFFICER OFFINBW BANK AS TRUSTEE U/T/A 407; and known to me to be an authorized trustee or Mortgage and acknowledged the Modification to be the rity set forth in the trust documents or, by authority of d, and on oath stated that he or she is authorized to
	D COPTION

0715049118 Page: 4 of 6

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 4

LENDER ACKNOWLEDGMENT	
STATE OF Illinois)
) SS
COUNTY OF Kankakee	1
On this	at executed the within and foregoing instrument and y act and deed of the said Lender, duly authorized by or the uses and purposes therein mentioned, and on
NOTARY MY CO LASER PRO Landing, Var. 5.33.00,004 Copr. Harland Financial Solutions, Inc. 1997, 2	MMISSICA EXPIRES:02/13/09
	Clorts

0715049118 Page: 5 of 6

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. First Nations Bank F/K/A FNEW BANK F/K/A First National Bank of Wheaton As Trustee Under Trust Agreement Dated and Known As Trust Number By: Ount Clorks Dated: **State Of Illinois** SS. **County Of** I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, Jodi Sfreeman personaby 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 $\frac{2}{}$ **Nótary Public** "OFFICIAL SEAL" Theodore M. Ansani Notary Public, State of Timois My Commission Exp. 07/25/2009

0715049118 Page: 6 of 6

UNOFFICIAL COPY

PARCEL 1

THE WEST 43.63 F2FT OF THE EAST 92.48 FEET, BOTH AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF THAT PART OF LOT 1 IN HAWTHORNE SUBDIVISION OF PART OF THE NORTH 20 ACRES CF 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 HEREID 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; IN COOK COUNTY, ILLINGIS

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 23443254 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE INDICENTRUST AGREEMENT DATED JUNE 27, 1975 AND KNOWN AS TRUST NUMBER 49124 TO ROSE PURE PEKNY DATED JUNE 25, 1980 AND RECORDED SEPTEMBER 8, 1980 AS DOCUMENT 25574914 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS