## **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: FIRST NATIONAL BANK FNB DIXIE HIGHWAY OFFICE 101 DIXIE HIGHWAY CHICAGO HEIGHTS, IL 60411 2/15257691

Doc#: 0715057091 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 05/30/2007 09:44 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Attn: Commercial Lending First National Bank P.O. Box 125 Olympia Fields, IL 60461

SEND TAX NOTICES FOR First National Bank 1 13st No. 8549 128 West Lincoln Highway Frankfort, IL 60423

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by FIRST NATIONAL BANK
101 DIXIE HIGHWAY
CHICAGO HEIGHTS, IL 60411

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 8, 2007, is made and executed between First National Bank as successor Trustee to GreatBanc Trust Company, not percorally but as Trustee on behalf of First National Bank Trust No. 8549 (referred to below as "Grantor") and FIRST NATIONAL BANK, whose address is 101 DIXIE HIGHWAY, CHICAGO HEIGHTS, IL 60411 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 8, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 15, 2006 in the office of the Cook County Recorder of Decids as Document No. 0604631029.

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

THE NORTH 238.10 FEET OF LOT 1 (AS MEASURED ALONG THE NORTHERNMOST WEST LINE OF SAID LOT 1) IN MILLENNIUM LAKES SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART DEDICATED FOR PUBLIC STREET PER DOCUMENT NO. 0334319089), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as South side of 183rd Street between Harlem and Convention Center Drive, Tinley Park, IL 60471. The Real Property tax identification number is 31-06-100-019-0000 and 31-06-100-020-0000.

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

Extend Maturity Date from February 8, 2007 to May 8, 2007.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

EXONERATION CLAUSE IS ATTACHED HERETO AND MADE A PART HEREOF.



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#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 26067123

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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 FEBRUARY 8. 2007.

**GRANTOR:** 

By:

FIRST NATIONAL BANK AS SUCCESSOR TRUSTEE TO GREATBANC TRUST COMPANY, not personally but is Trustee under that certain trust agreement dated 1/26/2004 and known as First National Bank Trust No. 8549.

Angela Giannetti, Vice Pres. & Trust Off. of First Mational Bank

Trust No. 8549

Clart's Orrica Connie Nyiri, Administrative Assistant of First National Bank

Trust No. 8549

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### **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 26067123	(Continued)	Page 3
LENDER:		
FIRST NATIONAL BANK		
X Ness Yang Authorized Signe		
	TRUST ACKNOWLEDGMENT	
STATE OF Illinois	Ox	
COUNTY OF Will	) ss	
Connie Nyiri, Administrative A successor trustee to GreatBanc trust that executed the Modific voluntary act and deed of the trust the uses and purposes therein	of April , 2007 before Bela Giannetti, Vice Fros. & Trust Off. of First ssistant of First National Bank Trust No. 85 Trust Company, and known to me to be authoration of Mortgage and acknowledged the Must, by authority set forth in the trust document mentioned, and on oath stated that they are the Modification on behalf of the trust	orized trustees or agents of the lodification to be the free and sor, by authority of statute, for
Notary Public in and for the State	a of Illinois	Lincoln Hwy Frankfort, II
•	2-17-2008	Lynne Trans; Public, State of Allinois ssion Expires Dac. 17, 2008

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#### MODIFICATION OF MORTGAGE

Page 4 (Continued) Loan No: 26067123 LENDER ACKNOWLEDGMENT ) ) SS ) and known to me to be the On this Public, personally appeared , juihorized agent for the Lender that executed the within and foregoing instrument and resultion 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 cuthorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender. Residing at Notary Public in and for the State of My commission expires \_\_\_ Renrae Sims Note my Public, State of Illinois My Co. varniss ion Expires 4-15-08 IL Palt. HL P:\HARLANDP\CF\\LPL\G201.FC TR-5296 PR-29

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#### **EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS**

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal 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 First National Bank as successor Trustee to CreatBanc Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. County Clark's Office

First National Bank as successor Trustee to GreatBanc Trust Company, not individually, but solely as Trustee Under Trust No. 8549

Sr. Land Trust Officer