### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:
FIRST NATIONS BANK REPUBLIC TITLE CO.
7757 W. DEVON AVENUE

CHICAGO, IL 60631-1509

WHEN RECORDED MAIL TO: FIRST NATIONS BANK 7757 W. DEVON AVENUE CHICAGO, IL 60631-1509 0716526157

Doc#: 0716526157 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 06/14/2007 03:26 PM Pg: 1 of 4

SEND TAX NOTICES TO: FIRST NATIONS BANK

7757 W. DEVON AVENUE CHICAGO, IL 60631-1509

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST NATIONS BANK F/K/A FNBW BANK F/K/A FIRST NATIONAL BANK OF WHEATON 7757 W. DEVON AVENUE CHICAGO, IL 60631-1509

P126200 7017

#### MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated May 31, 2007, is made and executed between FIRST NATIONS BANK, not personally but as Trustee on behalf of FIRST NATIONS BANK TRUST #1715, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Grantor") and FIRST NATIONS BANK, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated N.ey 31, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON MAY 11, 2006 IN THE COUNTY OF COOK WITH DCCUMENT NUMBERS 0613154131 AND 0613154132.

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

LOT 24 IN SMIGEL'S ADDITION TO ROSEMONT, BEING A SUBDIVISION IN THE NE 2/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTAR OF TITLES OF COOK COUNTY, ILLINOIS, ON 9/4/68, AS DOCUMENT NO. 2408449

The Real Property or its address is commonly known as 10490 W. BETTY CT., ROSEMONT, IL 60018. The Real Property tax identification number is 09-32-213-024-0000.

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

REMOVED PIETRO PERNA AND SALVATORE PERNA, AS BORROWERS FROM THE MORTGAGE LOAN, AS OF MAY 31, 2007. ALSO ADDED FIRST NATIONS BANK, AS TRUSTEE U/T/A DATED MAY 22, 2007, ALSO KNOWN AS LAND TRUST #1715, AS A BORROWER ON THE MORTGAGE LOAN AS OF MAY 31, 2007. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**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

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## OFFICIAL CC MODIFICATION OF MORTGAGE

#### (Continued)

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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 MAY 31, 2007.

**GRANTOR:** 

FIRST NATIONS BANK TRUST #1715

FIRST NATIONS BANK, not personally but as Trustee under that certain trust agreement dated 05-22-2007 and known as FIRST NATIONS BANK

TRUS7 #1/71

♦f FIRST NATIONS BANK

LENDER:

The terms and conditions in this instrument to the contrary not withstanding this instrument is subject to the provisions of the 'ruy ee's Exculpatory Rider attached hereto and, made a C/O/A/S O/A/CO part her .of.

FIRST MATIONS BANK

Authorized Signer

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# UNOFFICIAL COP MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT	
STATE OF TILINOIS	)
	) SS
COUNTY OF COUL	)
ed 11	
On this day of MAY	,
	ATIONS BANK, and known to me to be an authorized tion of Mortgage and acknowledged the Modification to
-	by authority set forth in the trust documents or, by
authority of statute, for the uses and purposes there authorized. Xxxxxxxxxx this Modification and in fact execu	ein mentioned, and on oath stated that he or she is
	0 1 01
By Chader & A	Residing at Form Knowy
Notary Public in and for the State of	
My commission expires	Theodore M. Ansani
	Notary Public, State of Illinois
	My Commission Exp. 07/25/2009
LENDER ACKNOWLED CMENT	
LENDER ACKING	SVVLED GIVIEIV I
THENIC	
STATE OF	
$0 \sim 1$	) SS
COUNTY OF	
21 St 1/2	2007
On this day of	before me, the undersigned Notary and known to me to be the AUF
, authorized agent for the Lender	that executed the within and foregoing instrument and
	ary act and deed of the said Lender, duly authorized by for the uses and purposes therein mentioned, and on
path stated that he or she is authorized to execute corporate seal of said Lender.	this said instrument and that the seal affixed is the
Sorporate sear of said Leftuer.	R I A I
By There M. Har	Residing at John Wille
Notary Public in and for the State of	
My commission expires $H^{25}/09$	{ "OFFICIAL SEAL" } Theodore M. Ansani
	Notary Public, State of Illinois Mr Commission Exp. 07/25/2009
	This continuous rule attendance

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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 FNBW SANK F/K/A First National Bank of Wheaton As Trustee Under Trust Agreement 42210 Dated and Known As Trust Number Sounty Clarks **State Of Illinois** SS. **County Of** I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEILERY CERTIFY, SODI SMERMAN, ATO 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  $\leq l$ "OFFICIAL SEAL" Theodore M. Ansani Notary Public, State of Illinois

My Commission Exp. 07/25/2009