

# UNOFFICIAL COPY

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FIRST NATIONAL BANK OF ILLINOIS  
3256 RIDGE ROAD  
LANSING, IL 60438



Doc#: 0736208019 Fee: \$50.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/28/2007 12:14 PM Pg: 1 of 3

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FIRST NATIONAL BANK OF ILLINOIS  
3256 RIDGE ROAD  
LANSING, IL 60438  
ATTN: CONSTANCE BARTLETT

Above Space Used for Recording

3P

## FIXED RATE NOTE FIRST MODIFICATION AGREEMENT

THIS FIXED RATE NOTE AND TRUST DEED/MORTGAGE FIRST MODIFICATION AGREEMENT IS MADE AS OF THE 1st DAY OF DECEMBER, 2007 BY AND AMONG **FIRST NATIONAL BANK OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 6, 1973, AND ALSO KNOWN AS TRUST NUMBER 2519 (THE "BORROWER")** AND **FIRST NATIONAL BANK OF ILLINOIS (THE "LENDER")** LANSING, ILLINOIS, AN ILLINOIS BANKING CORPORATION, LOCATED AT 3256 RIDGE ROAD, LANSING, ILLINOIS 60438.

WITNESSETH:

WHEREAS, FIRST NATIONAL BANK OF ILLINOIS HAS LOANED **NINETY-SIX THOUSAND AND 00/100 DOLLARS (\$96,000.00)** (THE "LOAN") TO BORROWER AND

WHEREAS, THE LOAN IS EVIDENCED BY A NOTE DATED **NOVEMBER 15, 2002** MADE BY BORROWER IN THE PRINCIPAL AMOUNT OF **NINETY-SIX THOUSAND AND 00/100 DOLLARS (\$ 96,000.00)** (THE "NOTE"); AND

WHEREAS, THE NOTE IS SECURED BY A TRUST DEED/MORTGAGE DATED **NOVEMBER 15, 2002**, MADE BY BORROWER TO THE BANK AND RECORDED **DECEMBER 16, 2002 AND RE-RECORDED ON JANUARY 23, 2004** IN THE OFFICE OF THE RECORDER OF DEEDS OF **COOK COUNTY, ILLINOIS** AS DOCUMENT NUMBERS **0021394427 AND RE-RECORDED #0402327033** (THE "TRUST DEED/MORTGAGE"), WHICH TRUST DEED/MORTGAGE ENCUMBERS THE PROPERTY DESCRIBED AS (THE "PROPERTY") AS FOLLOWS:

**LOT 3 AND LOT 4 IN BLOCK ELEVEN (11) IN SCHULTZ HIGHLANDS, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ALSO KNOWN AS: 3053 RIDGE ROAD, LANSING ILLINOIS 60438  
PIN# 30-31-405-004-0000 & 30-31-405-005-0000**

WHEREAS, THE BORROWER HAS REQUESTED AND FIRST NATIONAL BANK OF ILLINOIS HAS AGREED TO MODIFY THE TERMS AND CONDITIONS OF THE NOTE AND TRUST DEED/MORTGAGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN CONTAINED;

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, BORROWER AND TRUSTEE AND FIRST NATIONAL BANK OF ILLINOIS AGREE AS FOLLOWS:

1. THE DATE "**DECEMBER 1, 2007**" (THE "ORIGINAL MATURITY DATE") WHENEVER IT APPEARS IN THE NOTE AND TRUST DEED/MORTGAGE IS HEREBY CHANGED TO **DECEMBER 1, 2010**. THEREFORE, THE NEW MATURITY DATE OF THE NOTE EFFECTIVE AS OF **DECEMBER 1, 2007** WILL BE **DECEMBER 1, 2010** AND WILL BE KNOWN AS THE MATURITY DATE OF THE MORTGAGE.
2. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE NOTE SHALL BEAR INTEREST AT AN ANNUAL RATE OF **SIX AND ONE QUARTER PERCENT (6.250%)**; PROVIDED, HOWEVER, THAT ANY PAYMENT OF PRINCIPAL OR INTEREST WHICH IS NOT PAID WHEN DUE, WHETHER BE ACCELERATION OR OTHERWISE, SHALL BEAR INTEREST AT AN ANNUAL RATE OF **SIX AND ONE QUARTER PERCENT (6.250%)**.
3. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT AND CONTINUING UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE MONTHLY PAYMENT OF PRINCIPAL AND INTEREST TO BE PAID BY BORROWER, UNDER THE NOTE SHALL BE **FIVE HUNDRED NINETY-ONE AND 09/100 DOLLARS (\$591.09)** WITH THE FIRST PAYMENT BEING DUE **JANUARY 1, 2008**.
4. THE BORROWER HEREBY ACKNOWLEDGES THAT, AS OF THE DATE OF THIS AGREEMENT, THE OUTSTANDING PRINCIPAL BALANCE OWED UNDER THE NOTE IS **NINETY THOUSAND THREE**

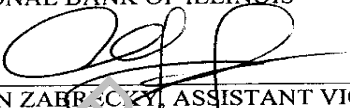
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5. AS USED IN THE NOTE AND DEED/MORTGAGE THE TERMS "NOTE" AND "TRUST DEED/MORTGAGE" SHALL MEAN AND INCLUDE EACH OF SAID INSTRUMENTS RESPECTIVELY, AS SUPPLEMENTED AND MODIFIED BY THIS AGREEMENT.
6. AS SUPPLEMENTED AND MODIFIED HEREBY, EACH OF THE NOTE AND TRUST DEED/MORTGAGE IS HEREBY RATIFIED, ADOPTED AND CONFIRMED.
7. IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN IT IS SOLD OR TRANSFERRED (OR IF A BENEFICIAL INTEREST IN BORROWER IS SOLD OR TRANSFERRED) AND BORROWER IS NOT A NATURAL PERSON WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY, AT ITS OPTION, REQUIRE IMMEDIATE PAYMENT IN FULL OR ALL SUMS SECURED BY THIS SECURITY INSTRUMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED OR CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

FIRST NATIONAL BANK OF ILLINOIS

BY:   
 ALAN ZARETSKY, ASSISTANT VICE PRESIDENT

BORROWERS:

FIRST NATIONAL BANK OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT  
DATED AUGUST 6, 1973 AND ALSO KNOWN AS TRUST NUMBER 2519

SEE SIGNATURE SHEET ATTACHED HERETO  
AND INCORPORATED BY REFERENCE HEREIN

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THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED TRUSTEE, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE TERMS OF THAT CERTAIN AGREEMENT DATED **AUGUST 6, 1973**, CREATING TRUST NO. **2519** AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED, NOT AS PERSONAL COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS OF THE TRUSTEE, INDIVIDUALLY, OR FOR THE PURPOSE OF BINDING IT PERSONALLY BUT THIS INSTRUMENT IS EXECUTED AND DELIVERED BY THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, AS TRUSTEE, SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE UNDER SAID AGREEMENT AND NOT PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, ON ACCOUNT HEREOF, OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING, REPRESENTATION OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY THE PARTIES HERETO OR HOLDER HEREOF, AND BY ALL PERSONS CLAIMING BY OR THROUGH OR UNDER SAID PARTIES OR HOLDER HEREOF.

IN WITNESS WHEREOF, SAID FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, HAS CAUSED ITS NAME TO BE SIGNED TO THESE PRESENTS BY ITS **ASST. V.P. & TRUST OFFICER** AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS **V.P. & SR. TRUST OFFICER** THIS **20TH** DAY OF **DECEMBER, 2007**.

FIRST NATIONAL BANK OF ILLINOIS,  
AS TRUSTEE AFORESAID AND NOT PERSONALLY.

BY: Lisa F. Morris  
LISA F. MORRIS, ASST. V.P. & TRUST OFFICER

ATTEST:

Christopher W. Yugo  
CHRISTOPHER W. YUGO, V.P. & SR. TRUST OFFICER

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I **THE UNDERSIGNED**, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT **LISA F. MORRIS, ASST. V.P. & TRUST OFFICER** OF THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS A NATIONAL BANKING ASSOCIATION, AND **CHRISTOPHER W. YUGO, V.P. & SR. TRUST OFFICER** OF SAID FIRST NATIONAL BANKING ASSOCIATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFOREGOING INSTRUMENT AS SUCH **V.P. & SR. TRUST OFFICER**, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH; AND THE SAID **V.P. & SR. TRUST OFFICER** DID ALSO THEN AND THERE ACKNOWLEDGE THAT **HE**, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, DID AFFIX THE SAID CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS **HIS** OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS **20TH** DAY OF **DECEMBER, 2007**.



Laurie P. [Signature]  
NOTARY PUBLIC