Gasp.

UNOFFICIAL COPY



RECORDATION REQUESTED BY: FIRST NATIONS BANK 7757 W. DEVON AVENUE CHICAGO, IL 60631-1509

Doc#: 0801154018 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 01/11/2008 09:24 AM Pg: 1 of 6

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

SEND TAX NOTICES TO:
FIRST NATIONS BANK
7757 W. DEVEN AVENUE

CHICAGO, IL 60621-1509

FOR RECORDER'S USE ONLY

This Modification of Mortgage or spared by:
TED ANSANI, LOAN OPERATIONS
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

FRAIRIE TITLE 8821 W. NORTH AVE OAK PARK, IL 60302

Secon

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2007, is made and executed between FIRST NATIONS BANK F/K/A FNBW BANK, not personally but as Trustee on behalf of FIRST NATIONS BANK F/K/A FNBW F/K/A FIRST NATIONAL BANK OF WHEATON AS 18'J. TEE U/T/A DATED AUGUST 6, 1996 AND KNOWN AS TRUST 1086, whose address is 7757 W. DEVON A'/ENUE, 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 May 3 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON 111107 IN THE COUNTY OF COOK WITH DOCUMENT NUMBERS 0730554054
AND 0 7 30 55 4055

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 2312 AND 2314 N HARLEM AVENUE, ELMWOOD PARK, IL. The Real Property tax identification number is 12-36-207-036;12-36-207-037;12-36-207-020.

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

EXTENDED MATURITY DATE BY FIVE YEARS UNTIL NOVEMBER 1ST, 2012 AND INCREASED THE INTEREST RATE FROM 6.00% FIXED TO 7.250% FIXED. 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 performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing



0801154018 Page: 2 of 6

Jort's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

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 ACREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 2007.

GRANTOR:

FIRST NATIONS BANK F/K/A FNEW T/K/A FIRST NATIONAL BANK OF WHEATON AS TRUSTEE U/T/A DATED AUGUST 6, 1996 AND KNOWN AS TRUST 1086

FIRST NATIONS BANK F/K/A FNBW BANK, not per sonally but as Trustee under that certain trust agreement dated 08-06-1996 and known as FIRST NATIONS BANK F/K/A FNBW F/K/A FIRST NATIONAL BANK OF WHEATON AS TRUSTEE U/T/A DATED AUGUST 6, 1996 AND KNOWN

AS TRUST 1,0,86,

By:

MELISSA L LONG-SMITH, TRUST OFFICER of FIRST NATIONS

BANK F/K/A FNBW BANK

LENDER:

FIRST NATIONS BANK

Authorized Signer

Coan operations

0801154018 Page: 3 of 6

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 3

TRUST A	CKNOWLEDGMENT	
STATE OF TUINOS	}	
) SS	
COUNTY OF COOP	_)	
On this day of day of day of day of Public, personally appeared MELISSA L LONG-SM BANK, and known to rie to be an authorized trick Mortgage and acknowled set the Modification to authority set forth in the trust documents or, mentioned, and on oath stated that he or she is the Modification on behalf of the trust	IITH, TRUST OFFICER of FI ustee or agent of the trust o be the free and volunta by authority of statute, fo	that executed the Modification o ary act and deed of the trust, by or the uses and purposes thereir
Notary Public in and for the State of		OFFICIAL SEAL* Theodore M. Ansani Notary Public, State of Illinois by Commission Exp. 07/25/2009
	J. C.	750/7/Co

0801154018 Page: 4 of 6

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 4

LEN	IDER ACKNOWLEDGMENT	
STATE OF)	
) SS	
COUNTY OF COOK)	
On this day of day of	or the Lender that executed the ree and voluntary act and deed of or otherwise, for the uses and	within and foregoing instrument and of the said Lender, duly authorized by purposes therein mentioned, and on
Ву	Residing at	Grayslale, Il.
Notary Public in and for the State of	Elinois .	
My commission expires 8/06	200Y TOURS	"OFFICYAL SEAL" List Movic Notary 4'. Movic My Commission (8/06/2008)
LASER PRO Landing; Ver. 5.33 00:004 Caper	Hartenti Financial Substants, Inc. 1897, 2007. All Rights visserved. 11 C-1	PICFILPE:G201 FC TR 127 PAI 42

0801154018 Page: 5 of 6

UNOFFICIAL COPY

Rider attached to and made a part of the Document

This DOCUMENT is executed by the First Nations Bank F/K/A First National Bank of Wheaton, not personally but as Trustee under Trust No. 10 66 as a foresaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

FIRST NATIONS BANK F/K/A FURST NATIONAL BANK OF WHEATON AS TRUSTEE UNDER TRUST AGRLEMENT DATED 8/6/9/ AND KNOWN AS TRUST NUMBER 686 .
BY: Melisse L. Long-Sman
DATED: 1((1/07
Melisse L. Long - Smith DATED: (((107) STATE OF ILLINOIS COUNTY OF Cook) ss.
t, the undersigned, a Notary Public in and for said County, in the state aforestid, DO HEREBY CERTIFY, THAT personally known to me to be the same person whose name is 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 19 day of NOVember 2007.
"OFFICIAL DEAL" Theodoro M. Ansani Notary Public of Illinois My Commission 2, 07/25/2009

0801154018 Page: 6 of 6

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

LOT TWO (2) (EXCEPT THE NORTH 1.0 FEET THEROF) IN THE RESUBDIVISION OF LOT SIX (6) IN BLOCK ONE (1) IN MARWOOD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PARTS OF SECTIONS TWENTY-FIVE (25) AND THIRTY-SIX (36), TOWNSHIP FORTY (40) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO: THE NORTH TWENTY-FIVE (25) FEET OF LOT ONE (1) (EXCEPT THE WEST HALF OF LOT ONE (1) IN HILL CREST, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION THIRTY-SIX (36), TOWNSHIP FORTY (40) NORTH, RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBERS: 12-36-207-020-0000 AND 12-36-207-037-0000

COMMONLY KNOWN AS: 2312 N. HARLEM AVENUE, ELMWOOD PARK, ILLINOIS

THE SOUTH 48 FEET OF LOT 1 AND THE NORTH 1 FOOT OF LOT 2 IN THE RESUBDIVISION OF LOT 6 IN BLOCK 1 IN MARWOOD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF FARTS OF SECTIONS 25 AND 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBERS: 12-36-207-036:0000

COMMONLY KNOWN AS: 2314 N. HARLEM AVENUE, ELMWOOD PARK, ILLINOIS

OFFICE