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RECORDATION REQUESTED BY:



Doc#: 0821818004 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/05/2008 10:00 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

First Bank
110 Woodmere Road, Suite
150
Folsom, CA 95630

SEND TAX NOTICES TO:

First Bank
110 Woodmere Road, Suite
150
Folsom, CA 95630

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Roslyn Robinson, AVP / Loan Processor III
First Bank
110 Woodmere Rd., Ste 150
Folsom, CA 95630

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 24, 2008, is made and executed between Chicago Title Land Trust Company, not personally but as Successor Trustee, on behalf of Trust Agreement Number 3229, whose address is 420 South 22nd Avenue, Bellwood, IL 60104 (referred to below as "Grantor") and First Bank, whose address is 101 East St. Charles Road, Villa Park, IL 60181 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 24, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 10, 2006, as Document Number 0619115066.

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

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

THE NORTH 38 FEET OF LOT 3 IN BLOCK 7 IN WILLIAM B. WALRATH'S SUBDIVISION OF PART OF THE WEST 17 CHAINS AND 2 LINKS OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 420 South 22nd Avenue, Bellwood, IL 60104. The Real Property tax identification number is 15-10-302-016-0000.

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

Extend the maturity date from May 24, 2008, to May 23, 2009.

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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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 958063215801

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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 endorers 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 24, 2008.

GRANTOR:

TRUST AGREEMENT NUMBER 3229

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 10-11-1979 and known as Trust Agreement Number 3229.

By: *Glenn Richter* TRUST OFFICER
Authorized Signer for Chicago Title Land Trust Company
GLENN R. RICHTER



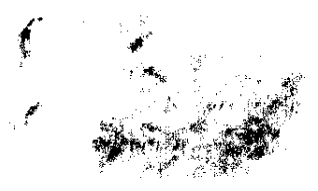
LENDER:

FIRST BANK

x *Carol Hogeny*
Authorized Signer **Carol Hogeny**

It is expressly understood and agreed by and between the parties hereto, according to the ordinary understanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee shall be deemed to be made on the part of the Trustee and not on the part of the 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 or on behalf of any time be asserted or enforceable against the Chicago Title Land Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, of such personal liability, if any, being expressly waived and released.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are not undertaken by it solely in its capacity as Trustee, are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.



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MODIFICATION OF MORTGAGE

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF DU PAGE

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On this 27th day of JUNE, 2008 before me, the undersigned Notary Public, personally appeared GLENN J. RICHTER - TRUST OFFICER of Chicago Title Land Trust Company, Trustee of Trust Agreement Number 3229, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature]

Residing at 1725 S. NAPERVILLE RD. WHEATON, IL 60187

Notary Public in and for the State of ILLINOIS

My commission expires 1/20/11



DU PAGE County Clerk's Office



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
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 COUNTY OF Dupage)

On this 27th day of June, 2008 before me, the undersigned Notary Public, personally appeared Carol Haggerty and known to me to be the Branch Manager, authorized agent for First Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Bank, duly authorized by First Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of First Bank.

By Mary Joyce I. Lox Residing at 101 E. Saint Charles

Notary Public in and for the State of Illinois

My commission expires NOV 16 2010

