

UNOFFICIAL COPY



0834045056

Doc#: 0834045056 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/05/2008 10:17 AM Pg: 1 of 5

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 September 14, 2003, is made and executed between Chicago Title Land Trust, not personally but as Trustee on behalf of Chicago Title Land Trust Company, under trust agreement dated 01/22/2002 and known as Trust Number #1110505, whose address is 171 N. Clark, Chicago, IL 60601 (referred to below as "Grantor") and First Bank, whose address is 5665 West 95th Street, Oak Lawn, IL 60453 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 9, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 16, 2004 in Cook County Records Doc #0410708000.

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

LOT 3 (EXCEPT THE NORTH 1/2 THEREOF AND EXCEPTING THE EAST 17 FEET THEREFROM), THE NORTH 1/2 OF LOT 4 (EXCEPTING THE EAST 17 FEET THEREFROM) AND THE NORTH 1/2 OF A TRACT OF LAND DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF LOT 4 AND ALL OF LOT 5 (EXCEPTING THE EAST 17 THEREFROM OF SAID LOTS) IN BLOCK 24 ON ARTHUR T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 33/80THS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 14930 South Cicero Avenue, Oak Forest, IL 60452. The Real Property tax identification number is 28-09-404-079-0000.

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

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m
p5
nw

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 982003300121

(Continued)

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1. The maturity date is hereby extended to October 31, 2010 from a previous maturity date of September 14, 2008.
2. The lien amount is being increased to \$200,000.00 from \$150,000.00.

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 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 SEPTEMBER 14, 2008.

GRANTOR:


**SEE ATTACHED EXCULPATORY
CLAUSE FOR SIGNATURE**

X

Authorized Signer, Trustee of Chicago Title Land Trust Number
#1110565 under the provisions of a Trust Agreement dated
January 22, 2002

LENDER:

FIRST BANK

X 
Authorized Signer NOREEN MIKOLS

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Loan No: 982003300121

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LENDER ACKNOWLEDGMENT

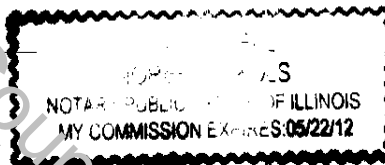
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 19 day of Sept., 2008 before me, the undersigned Notary Public, personally appeared Jaime Darwin and known to me to be the Leveler, 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 Noreen Mikols Residing at Oak Lawn

Notary Public in and for the State of Illinois

My commission expires 5/22/12



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Loan No: 982003300121

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TRUST ACKNOWLEDGMENT

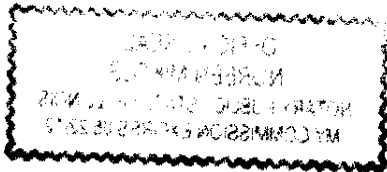
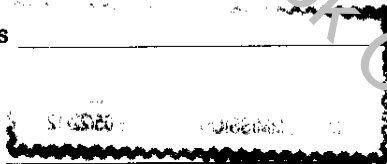
STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **Authorized Signer**, _____ of **Chicago Title Land Trust Number #1110565**, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____



County Clerk's Office

UNOFFICIAL COPY

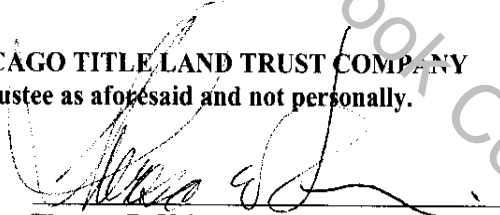
EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 1110565 ATTACHED TO AND MADE A PART OF THAT MODIFICATION OF MORTGAGE DATED 9-14-2008 WITH FIRST BANK

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

September 24, 2008

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally.

By:


Theresa DeVries,
Assistant Vice President



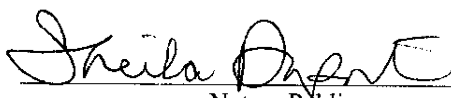
State of Illinois

County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on September 24, 2008.


Notary Public

