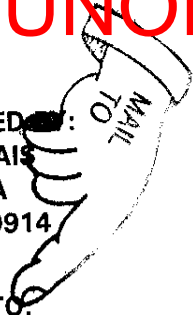


# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
BANK OF BOURBONNAIS  
ONE HERITAGE PLAZA  
BOURBONNAIS, IL 60914



Doc#: 0914039045 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/20/2009 01:56 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
BANK OF BOURBONNAIS  
ONE HERITAGE PLAZA  
BOURBONNAIS, IL 60914

SEND TAX NOTICES TO:  
BANK OF BOURBONNAIS  
ONE HERITAGE PLAZA  
BOURBONNAIS, IL 60914

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 22, 2009, is made and executed between FIRST NATIONS BANK TRUST#1395, whose address is 7757 W. DEVON AVE., CHICAGO, IL 60631 (referred to below as "Grantor") and BANK OF BOURBONNAIS, whose address is ONE HERITAGE PLAZA, BOURBONNAIS, IL 60914 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 22, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

A MORTGAGE RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON OCTOBER 7, 2008 AS DOCUMENT #0828113077.

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 359 HAWTHORNE CIRCLE, MT. PROSPECT, IL 60056. The Real Property tax identification number is 08-23-201-055-0000.

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

EXTEND MATURITY DATE FROM FEBRUARY 22, 2009 TO MAY 23, 2009. 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 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 endorser 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

*Sye*  
*05*  
*3-*  
*mje*  
*2*

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## MODIFICATION OF MORTGAGE

(Continued)

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 FEBRUARY 22, 2009.**

**GRANTOR:**

**FIRST NATIONS BANK TRUST#1395**

The terms and conditions in this instrument to the contrary not withstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

FIRST NATIONS BANK AS TRUSTEE U/T/A DATED 07/30/01 AND KNOWN AS TRUST #1395, not personally but as Trustee under that certain trust agreement dated 07-30-2001 and known as FIRST NATIONS BANK TRUST#1395

By: MELISSA L LONG-SMITH  
MELISSA L LONG-SMITH, TRUST OFFICER of FIRST NATIONS BANK AS TRUSTEE U/T/A DATED 07/30/01 AND KNOWN AS TRUST #1395

**LENDER:**

**BANK OF BOURBONNAIS**

x [Signature]  
Authorized Signer

The Trustee in executing the document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise, the beneficiary of this Trust has management and control of the premises and as such, has the authority on its/their own behalf as environmental representative but not as agent for or on behalf of the Trustee.

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## MODIFICATION OF MORTGAGE

(Continued)

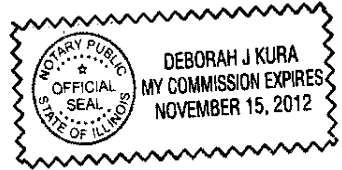
### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 22 day of FEBRUARY, 2009 before me, the undersigned Notary Public, personally appeared **MELISSA L. LONG-SMITH, TRUST OFFICER of FIRST NATIONS BANK AS TRUSTEE U/T/A DATED 07/30/01 AND KNOWN AS TRUST #1395, Trustee of FIRST NATIONS BANK TRUST#1395**, 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 Deborah J Kura Residing at Park Ridge  
 Notary Public in and for the State of COOK

My commission expires \_\_\_\_\_



COOK County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Kankakee )

On this 22<sup>nd</sup> day of February, 2009 before me, the undersigned Notary Public, personally appeared Kimberly E. McDermott and known to me to be the Vice President, authorized agent for **BANK OF BOURBONNAIS** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BANK OF BOURBONNAIS**, duly authorized by **BANK OF BOURBONNAIS** 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 **BANK OF BOURBONNAIS**.

By Michelle M Kroesch Residing at Bradley, IL

Notary Public in and for the State of Illinois

My commission expires May 8, 2011



Kankakee County Clerk's Office

# UNOFFICIAL COPY

Rider attached to and made a part of the Mortgage

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. 1395

First Nations Bank F/K/A FNBW BANK F/K/A First National Bank of Wheaton  
 As Trustee Under Trust Agreement  
 Dated 7/30/01 and Known  
 As Trust Number 1395

By: MJ Smith & Co.

Dated: 2/22/09

State Of Illinois )  
 ) SS.  
 County Of COOK )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Melissa Smith, Trust officer 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 22nd day of February, 2009.

Deborah J. Kura  
 Notary Public

