

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

WHEN RECORDED MAIL TO:

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



Doc#: 0919831177 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2009 03:03 PM Pg: 1 of 4

SEND TAX NOTICES TO:

TRUST AGREEMENT NUMBER
3229
4420 South 22nd Avenue
Bellwood, IL 60104

This Modification of Mortgage prepared by:

Loretta Rath, Processor
First Bank
110 Woodmere Road #150
Folsom, CA 95630

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 23, 2009, is made and executed between Chicago Title Land Trust Company, Successor Trustee, under the provisions of a Trust Agreement dated the 11th day of October 1979, known as Trust 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:

By / p4
M-y

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 958063215801

(Continued)

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Extend the maturity date from May 23, 2009 to May 22, 2010.

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 MAY 23, 2009.

GRANTOR:

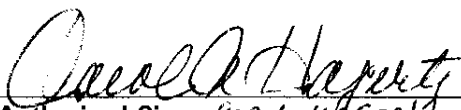
TRUST AGREEMENT NUMBER 3229

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: 
Authorized Signer for Chicago Title Land Trust Company

LENDER:

FIRST BANK

x 
Authorized Signer, CAROL HAGER

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.

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MODIFICATION OF MORTGAGE

Loan No: 958063215801

(Continued)

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TRUST ACKNOWLEDGMENT

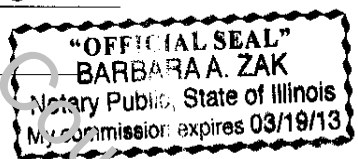
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 26th day of June, 2009 before me, the undersigned Notary Public, personally appeared EVA HIGI, Trust Officer of Chicago Title Land Trust Company, Trustee of TRUST AGREEMENT NUMBER 3229, and known to me to be an authorized trustee 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 company.

By Barbara A. Zak Residing at 1725 S. Naperville Rd.
Wheaton, IL 60189

Notary Public in and for the State of Illinois

My commission expires 3.19.13



County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 958063215801

(Continued)

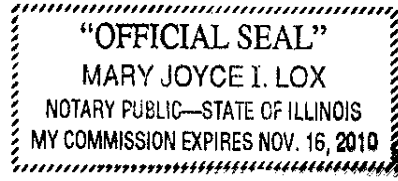
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Deppage)

On this 26th day of June, 2009 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the CAROL HAGERLY Br Mayr, 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 Rd. Villa Park IL 60181
 Notary Public in and for the State of Illinois
 My commission expires 11/16/2010



PROPERTY OF COOK COUNTY CLERK'S OFFICE