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RECORDATION REQUESTED BY:

**FAMILY BANK AND TRUST
CO.
10360 South Roberts Road
Palos Hills, IL 60465**



Doc#: 0929908461 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/26/2009 02:06 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

**FAMILY BANK AND TRUST
CO.
10360 South Roberts Road
Palos Hills, IL 60465**

SEND TAX NOTICES TO:

**FAMILY BANK AND TRUST
CO.
10360 South Roberts Road
Palos Hills, IL 60465**

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**Kristal McCool, Loan Processo
FAMILY BANK AND TRUST CO.
10360 South Roberts Road
Palos Hills, IL 60465**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 8, 2009, is made and executed between Family Bank and Trust Company as Trustee under Trust #1-155 dated April 12, 1996, not personally but as Trustee, whose address is 10360 S Roberts Road, Palos Hills, IL 60465 (referred to below as "Grantor") and FAMILY BANK AND TRUST CO., whose address is 10360 South Roberts Road, Palos Hills, IL 60465 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 8, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents dated July 27, 2004 and recorded with the Cook County Recorder of Deeds on August 6, 2004 as Document Nos. 0421908196 and 0421908197.

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

Lot 40 and the North 20.41 Feet of Lot 39 in Frank Delugach's 87th Street Acres, being a Subdivision of the North 25 Acres of the East 1/2 of the Northeast 1/4 of Section 2, Township 37 North, Range 12 East of the Third Principal Meridian except that part thereof bounded and described as follows: Beginning at the Northeast Corner of Lot 40 aforesaid, Thence West on the North Line thereof 29 Feet; Thence Southeasterly to a point 5 feet south of and 24 feet West of the point of beginning (as measured on said North Line and at Right Angles thereto) : Thence South Parallel with the East Line of Lots 39 and 40 aforesaid 170 Feet; Thence East Parallel with the North Line of Lot 39 aforesaid 24 Feet to the East Line of said Lot 39; Thence North, on the East Line of Lots 39 and 40 aforesaid, to the point of beginning, in Cook County, Illinois.

The Real Property or its address is commonly known as 8702 S Roberts Road, Hickory Hills, IL 60457. The Real Property tax identification number is 23-02-207-021-0000.

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

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MODIFICATION OF MORTGAGE
(Continued)

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To extend the maturity date from 08/08/09 to 08/08/2014 and to decrease the amortization from 20 years to 17 years.

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 AUGUST 8, 2009.

GRANTOR:

FAMILY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST #1-155 DATED APRIL 12, 1996, NOT PERSONALLY BUT AS TRUSTEE

FAMILY BANK AND TRUST COMPANY AS TRUSTEE, not personally but as Trustee under that certain trust agreement dated 04-12-1996 and known as Family Bank and Trust Company as Trustee under Trust #1-155 dated April 12, 1996, not personally but as Trustee.

Not personally, but as Trustee, see exculpatory clause attached.

By: 
 Dan J. Karalis, Trust Officer

By: 
 Stephen J. Rybacki, VP-BSA/Compliance/ATO of Family Bank
 and Trust Company as Trustee

LENDER:

FAMILY BANK AND TRUST CO.

X _____
 Authorized Signer

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EXCULPATORY CLAUSE

This Note is executed by Family Bank and Trust Company, Illinois, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by each original and successive owner or holder of this note that nothing herein contained shall be construed as creating any personal liability on Family Bank and Trust Company, Illinois or on any of the beneficiaries under said trust agreement to pay this note or any interest that may accrue hereunder, all such liability, if any, being expressly waived, and that any recovery on this note or on the mortgage given to secure its payment shall be solely against and out of the property described in said mortgage by enforcement of the provisions contained in said mortgage and note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of this note, Each original and successive owner or holder of this note accepts the same upon the express condition that no duty shall rest upon the trustee to sequester the rents, issues and profits arising from the property described in said mortgage or the proceeds arising from the sale or other disposition thereof.

Office of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 8th day of August, 2009 before me, the undersigned Notary Public, personally appeared **Dan J. Karalis, President/CEO/TO of Family Bank and Trust Company as Trustee, Trustee of Family Bank and Trust Company as Trustee under Trust #1-155 dated April 12, 1996, not personally but as Trustee and Stephen J. Rybacki, VP-BSA/Compliance/ATO of Family Bank and Trust Company as Trustee, Trustee of Family Bank and Trust Company as Trustee under Trust #1-155 dated April 12, 1996, not personally but as Trustee**, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Karen Hewitt Residing at Palos Hills, IL

Notary Public in and for the State of IL

My commission expires 5-26-12



NOTARY PUBLIC - COOK COUNTY Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **FAMILY BANK AND TRUST CO.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FAMILY BANK AND TRUST CO.**, duly authorized by **FAMILY BANK AND TRUST CO.** 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 **FAMILY BANK AND TRUST CO.**

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

PUBLIC CLERK'S OFFICE
 OF COOK COUNTY