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Doc#: 1001922001 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/19/2010 08:15 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First National Bank of
Naperville
555 Fort Hill Drive
Naperville, IL 60540

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Credit Administration
First National Bank of Naperville
555 Fort Hill Drive
Naperville, IL 60540



**FIRST NATIONAL
BANK OF NAPERVILLE**

A Branch of First National Bank of Brookfield

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 8, 2009, is made and executed between On behalf of Family Bank & Trust Company as Trustee under Trust Agreement dated October 15, 2007 and known as Trust No. 12-942 (referred to below as "Grantor") and First National Bank of Naperville, whose address is 555 Fort Hill Drive, Naperville, IL 60540 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 1, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 27, 2005 by the Cook County Recorder as Document #0502708031.

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

THE EAST 220 FEET OF THE WEST 270 FEET OF THE NORTH 220.71 FEET OF THE SOUTH 1033.71 FEET OF THE NORTH 27.21 CHAINS OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12001 S. Cicero Avenue, Alsip, IL 60803. The Real Property tax identification number is 24-27-100-081-0000.

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

Extend Maturity Date Until August 8, 2010 and to Change Interest Rate to 7.00%.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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m/yes
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MODIFICATION OF MORTGAGE

Loan No: 200281-9001

(Continued)

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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 NOVEMBER 8, 2009.

GRANTOR:

FAMILY BANK & TRUST COMPANY* AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 15, 2007 AND KNOWN AS TRUST NO. 12-942. Not personally, but as Trustee, see exculpatory clause attached. *n/k/a 1st Secure Bank and Trust Co.

By: [Signature]
Trust Officer

Attest: [Signature] ATO
Assistant Trust Officer

LENDER:

FIRST NATIONAL BANK OF NAPERVILLE

x [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 200281-9001

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

On this 18th day of December, 2009 before me, the undersigned Notary Public, personally appeared Dan J. Karalis, Trust Officer and* of **Family Bank & Trust Company as Trustee under Trust Agreement dated October 15, 2007 and known as Trust No. 12-942**, 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.

*Cristina Andrade, Asst Trust Officer

By [Signature] Residing at Palos Hills, IL

Notary Public in and for the State of Illinois

My commission expires 3/24/10



**n/k/a 1st Secure Bank and Trust Co.

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MODIFICATION OF MORTGAGE

Loan No: 200281-9001

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

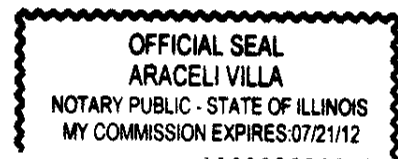
COUNTY OF DuPage)

On this 19th day of December, 2009 before me, the undersigned Notary Public, personally appeared Peter T. Schultz and known to me to be the Vice President, authorized agent for **First National Bank of Naperville** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First National Bank of Naperville**, duly authorized by **First National Bank of Naperville** 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 National Bank of Naperville**.

By Araceli Villa Residing at _____

Notary Public in and for the State of Illinois

My commission expires 07-21-12



Notary Public
County Clerk's Office

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EXCULPATORY CLAUSE

This note is executed by First Secure Bank and Trust Co. (f/k/a Family Bank and Trust Co.), 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 First Secure 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, and 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.

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