

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

1st Secure Bank and Trust  
Co.  
10360 South Roberts Road  
Palos Hills, IL 60465



Doc#: 1009646028 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/06/2010 04:01 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

1st Secure Bank and Trust  
Co.  
10360 South Roberts Road  
Palos Hills, IL 60465

**SEND TAX NOTICES TO:**

1st Secure Bank and Trust  
Co.  
10360 South Roberts Road  
Palos Hills, IL 60465

FOR RECORDER'S USE ONLY

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**This Modification of Mortgage prepared by:**

Kristal McCool, Loan Processor  
1st Secure Bank and Trust Co.  
10360 South Roberts Road  
Palos Hills, IL 60465

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2010, is made and executed between First Secure Bank and Trust Company as Trustee, not personally but as Trustee on behalf of First Secure Bank and Trust Company Trust #1-170 dated 5-3-1996 (referred to below as "Grantor") and 1st Secure 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 March 18, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document Number 0507708107 on March 18, 2005 in the Office of the Cook County Recorder of Deeds.

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

LOTS 9, 10, AND 11 IN CURTIS SUBDIVISION OF BLOCKS 1 AND 8 IN NICKERSON'S SUBDIVISION OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6725, 6727 & 6721 W Pershing Road, Stickney, IL 60465. The Real Property tax identification number is 19-06-200-008-000, 19-06-200-009-0000, 19-06-200-010-0000.

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

To extend the maturity of the Note and Mortgage from March 1, 2010 to March 1, 2013; to reduce the interest rate from 8.00% to 6.78% effective March 1, 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

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## MODIFICATION OF MORTGAGE (Continued)

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 MARCH 1, 2010.**

**GRANTOR:**

**FIRST SECURE BANK AND TRUST COMPANY AS TRUSTEE, not personally but as Trustee under that certain trust agreement dated 05-03-1996 and known as First Secure Bank and Trust Company as Trustee for Trust #1-170 dated 5-3-1996, not personally but as Trustee**  
Not personally, but as Trustee, see exculpatory clause attached.

By: 

**Dan J. Karalis, President/CEO/TO of First Secure Bank and Trust Company as Trustee**

By: 

**Stephen J. Rybacki, VP-BSA/Compliance/ATO of First Secure Bank and Trust Company as Trustee**

**LENDER:**

**1ST SECURE BANK AND TRUST CO.**

X \_\_\_\_\_

**Authorized Signer**

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## EXCULPATORY CLAUSE

This note is executed by FirstSecure 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 FirstSecure 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.

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## MODIFICATION OF MORTGAGE

(Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 1st day of March, 2010 before me, the undersigned Notary Public, personally appeared **Dan J. Karalis, President/CEO/TO of First Secure Bank and Trust Company as Trustee, Trustee of First Secure Bank and Trust Company as Trustee for Trust #1-170 dated 5-3-1996, not personally but as Trustee** and **Stephen J. Rybacki, VP-BSA/Compliance/ATO of First Secure Bank and Trust Company as Trustee, Trustee of First Secure Bank and Trust Company as Trustee for Trust #1-170 dated 5-3-1996, 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



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 **1st Secure 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 **1st Secure Bank and Trust Co.**, duly authorized by **1st Secure 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 **1st Secure Bank and Trust Co.**.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

PUBLIC OF COOK COUNTY CLERK'S OFFICE