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RECORDATION REQUESTED BY:  
FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509



Doc#: 1026326191 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/20/2010 02:02 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

FOR RECORDER'S USE ONLY

A4095182-5321 1/1

This Modification of Mortgage prepared by:  
FNBW BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

Old Republic National Title  
Insurance Company  
20 S. Clark Street, Ste 2000  
Chicago, IL 60603  
312-641-7799



## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 14, 2010, is made and executed between FIRST NATIONS BANK F/K/A FNBW BANK, not personally but as Trustee on behalf of FIRST NATIONS BANK F/K/A FNBW BANK U/T/A DATED 4-24-96 TRUST #1063, whose address is 7757 WEST DEVON AVE., CHICAGO, IL 60631 (referred to below as "Grantor") and FIRST NATIONS BANK, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 14, 2000 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED AUGUST 14, 2000 AS DOCUMENT #00619570 AND 00619571.

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

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 6636 W. HARLEM AVE, CHICAGO, IL AND 6630 N. HARLEM AVE., CHICAGO, AND 6958 W. GUNNISON, HARWOOD HTS, IL 60706. The Real Property tax identification number is 13-07-321-037; 09-36-415-036 And 09-36-415-035.

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

EXTENDING THE MATURITY DATE 6 MONTHS TO JANUARY 14, 2011. 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 by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification,

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## MODIFICATION OF MORTGAGE (Continued)

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 JULY 14, 2010.**

**GRANTOR:**

**FIRST NATIONS BANK F/K/A FNBW BANK U/T/A DATED 4-24-96 TRUST  
#1063**

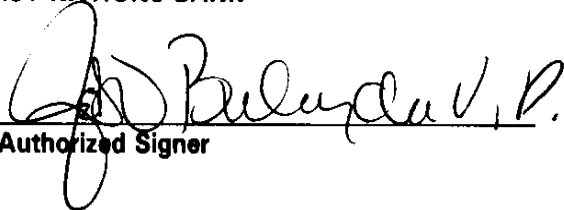
The terms and conditions in this instrument to the contrary notwithstanding this instrument shall be governed by the provisions of Trustee's Exculpatory Rider attached hereto and, made a part hereof.

FIRST NATIONS BANK F/K/A FNBW BANK, not personally but as Trustee under that certain trust agreement dated 04-24-1996 and known as FIRST NATIONS BANK F/K/A FNBW BANK U/T/A DATED 4-24-96 TRUST #1063.

By:   
MELISSA SMITH, TRUST OFFICER of FIRST NATIONS BANK  
F/K/A FNBW BANK

**LENDER:**

**FIRST NATIONS BANK**

x   
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)

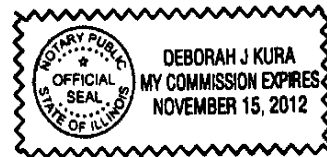
### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 14 day of JULY, 2010 before me, the undersigned Notary Public, personally appeared **MELISSA SMITH, TRUST OFFICER of FIRST NATIONS BANK F/K/A FNBW BANK, Trustee of FIRST NATIONS BANK F/K/A FNBW BANK U/T/A DATED 4-24-96 TRUST #1063**, 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 IL

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



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

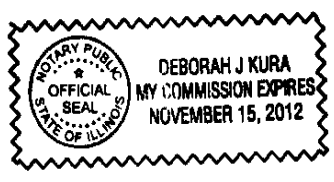
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 19 day of JULY, 2010 before me, the undersigned Notary Public, personally appeared JOE BUCARNA and known to me to be the VICE PRESIDENT, authorized agent for **FIRST NATIONS BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST NATIONS BANK**, duly authorized by **FIRST NATIONS 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 NATIONS BANK**.

By Deborah J Kura Residing at PARK RIDGE

Notary Public in and for the State of IL

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



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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. 1063

First Nations Bank F/K/A FNBW BANK F/K/A First National Bank of Wheaton  
As Trustee Under Trust Agreement  
Dated 4/24/10 and Known  
As Trust Number 1063

By: [Signature]

Dated: 7/14/10

State Of Illinois )  
County Of COOK ) SS.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Melinda 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 14<sup>th</sup> day of July, 2010.

[Signature]  
Notary Public

