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Doc#: 1029534062 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/22/2010 01:14 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
First National Bank of
Brookfield
9136 Washington Avenue
Brookfield, IL 60513

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Amy Burokas, Loan Processor
First National Bank of Brookfield
9136 Washington Avenue
Brookfield, IL 60513



First National BANK OF BROOKFIELD

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 8, 2010, is made and executed between Family Bank & Trust Company, not personally but as Trustee under a Trust Agreement dated October 15, 2007 and known as Trust No. 12-942. (referred to below as "Grantor") and First National Bank of Brookfield, whose address is 9136 Washington Avenue, Brookfield, IL 60513 (referred to below as "Lender").

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

Recorded in the Office of the Cook County Recorder on 01-19-2010 as Document #1001322000.

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:

Extended Maturity Date to 08/08/11.

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

S YES
P Σ
S NO
M YES
SC YES
E NO
INT

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MODIFICATION OF MORTGAGE

Loan No: 200340-9003

(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 AUGUST 8, 2010.

GRANTOR:

FAMILY BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 15, 2007 AND KNOWN AS TRUST NO. 12-942. Not personally, but as Trustee, see exculatory clause attached

* **FirstSecure Bank and Trust Co.**
f/k/a Family Bank and Trust Co.

By: [Signature] /Trust Officer
Authorized Signer for Family Bank and Trust Company, not personally but as Trustee under a Trust Agreement dated October 15, 2007 and known as Trust No. 12-942.

Attest: [Signature]
Asst Trust Officer

LENDER:

FIRST NATIONAL BANK OF BROOKFIELD

x [Signature] v.p.
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 200340-9003

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TRUST ACKNOWLEDGMENT

STATE OF Illinois

)

) SS

X FirstSecure Bank and Trust Co.
f/k/a Family Bank and Trust Co.

COUNTY OF Cook

)

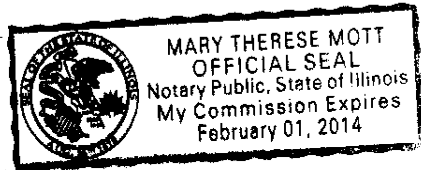
On this 22nd day of September, 2010 before me, the undersigned Notary Public, personally appeared Dan J. Karalis, Trust Officer, and Stephen Rybacki, ATO, of Family Bank and Trust Company, not personally but as Trustee under a Trust Agreement dated October 15, 2007 and known as Trust No. 12-542., and 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 Mary Therese Mott

Residing at Palos Hills, IL

Notary Public in and for the State of Illinois

My commission expires 2/1/2014



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

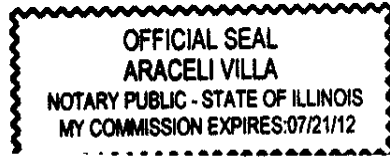
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 8th day of August, 2010 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 Brookfield** 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 Brookfield**, duly authorized by **First National Bank of Brookfield** 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 Brookfield**.

By Araceli Villa Residing at _____

Notary Public in and for the State of Illinois

My commission expires 07-21-12



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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 Co., 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