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RECORDATION REQUESTED BY:

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



Doc#: 1031208156 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/08/2010 03:00 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 1, 2010, is made and executed between First Secure Bank and Trust Company f/k/a/ Family Bank and Trust Company as Trustee, not personally but as Trustee on behalf of First Secure Bank and Trust Company f/k/a Family Bank and Trust Company as Trustee for Trust #3-409 dated November 27, 1998, not personally but as Trustee, whose address is 10360 S. Roberts Road, Palos Hills, IL 60465 (referred to below as "Grantor") and 1st Secure Bank and Trust Company, 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 November 30, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded as Document Number 08116993/06116994 respectively in the Office of the Cook County Recorder of Deeds on December 9, 1998; A Modification and Extension Agreement dated September 1, 2004 recorded as Document Number 0429647021; A Modification and Extension Agreement dated September 1, 2009 recorded as Document Number 0928346035; A Modification and Extension Agreement dated December 1, 2009 recorded as Document Number 1007508245.

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

LOT 53 IN FRANK DELUGACH STEVEN ACRES A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 1953 AS DOUMENT NUMBER 15555405 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10255 S. Roberts Road, Palos Hills, IL 60465. The Real Property tax identification number is 23-12-308-013-0000.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

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

The original Promissory Note dated November 30, 1998 with a maturity date of December 1, 2003 in the original amount of \$265,000.00 to Family Bank and Trust Company which was modified September 1, 2004 to extend the maturity date to September 1, 2009 and change the interest rate to 7.80% and to change the amortization to conform to a 171 month amortization, which was further modified to extend the maturity to December 1, 2009, which was further modified to extend the maturity to June 1, 2010, and is now being modified to extend the maturity to December 1, 2010 and to change the Note to a 102 month amortization with monthly principal and interest payments \$2,229.09.

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 JUNE 1, 2010.

GRANTOR:

FIRSTSECURE BANK AND TRUST COMPANY F/K/A FAMILY BANK AND TRUST COMPANY AS TRUSTEE FOR TRUST #3-409 DATED NOVEMBER 27, 1998, NOT PERSONALLY BUT AS TRUSTEE

FIRSTSECURE BANK AND TRUST COMPANY F/K/A/ FAMILY BANK AND TRUST COMPANY AS TRUSTEE, not personally but as Trustee under that certain trust agreement dated 11-27-1998 and known as FirstSecure Bank and Trust Company f/k/a Family Bank and Trust Company as Trustee for Trust #3-409 dated November 27, 1998, not personally but as Trustee. See exculpatory clause attached.

By: 

Dan J. Karalis, Trust Officer of FirstSecure Bank and Trust Company f/k/a/ Family Bank and Trust Company as Trustee

By: 

Stephen J. Rybacki, VP, BSA/Compliance, ATO of FirstSecure Bank and Trust Company f/k/a/ Family Bank and Trust Company as Trustee

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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.

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

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LENDER:

1ST SECURE BANK AND TRUST COMPANY

X _____
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

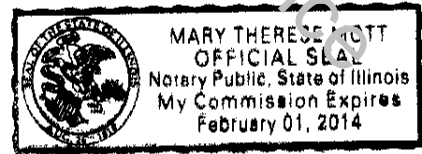
On this 1st day of June, 2010 before me, the undersigned Notary Public, personally appeared **Dan J. Karalis, Trust Officer of FirstSecure Bank and Trust Company f/k/a/ Family Bank and Trust Company as Trustee, Trustee of FirstSecure Bank and Trust Company f/k/a Family Bank and Trust Company as Trustee for Trust #3-409 dated November 27, 1998, not personally but as Trustee and Stephen J. Rybacki, VP, BSA/Compliance, ATO of FirstSecure Bank and Trust Company f/k/a/ Family Bank and Trust Company as Trustee, Trustee of FirstSecure Bank and Trust Company f/k/a Family Bank and Trust Company as Trustee for Trust #3-409 dated November 27, 1998, 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: Mary Therese Mott

Residing at Palos Hills, IL

Notary Public in and for the State of IL

My commission expires 2/1/2014



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MODIFICATION OF MORTGAGE

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

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Notary Public of Cook County Clerk's Office