



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 2006178-12

(Continued)

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**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 OCTOBER 30, 2010.**

**GRANTOR:**

**\* CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO**

**\* FIRST NATIONAL BANK OF LAGRANGE, AS TRUSTEE UNDER TRUST AGREEMENT NO. 3454 DATED 12/01/1995**

By: Margaret O'Donnell ASST. VICE PRESIDENT  
Authorized Signer for \*First National Bank of LaGrange, as  
Trustee under Trust Agreement No. 3454 dated 12/01/1995

**LENDER:**

**FIRST NATIONAL BANK OF BROOKFIELD**

X [Signature]  
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE

(Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF Il

COUNTY OF Cook

)  
) SS  
) **CHICAGO TITLE LAND TRUST COMPANY**  
**AS SUCCESSOR TRUSTEE TO**

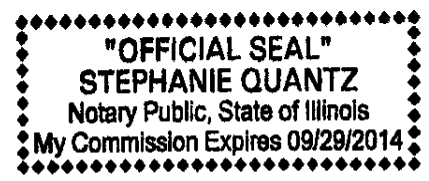
On this 10<sup>th</sup> day of January, 2011 before me, the undersigned Notary Public, personally appeared MARGARET O'DONNELL, ASST. VICE PRESIDENT of First National Bank of LaGrange as Trustee under Trust Agreement No. 3454 dated 12/01/1995, and known to me to be an authorized trustee or agent of the 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 [Signature]

Residing at 1100 Lake St, Ste 165  
Oak Park, Il. 60301

Notary Public in and for the State of Il

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



DEPARTMENT OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE

(Continued)

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### LENDER ACKNOWLEDGMENT

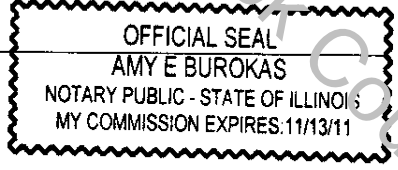
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 30<sup>th</sup> day of October, 2010 before me, the undersigned Notary Public, personally appeared Derek R. Phillips 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 Amy E. Burokas Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

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



County Clerk's Office