

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

First Bank  
O'Fallon  
804 West U.S. Highway 50  
O'Fallon, IL 62269-1827

Doc#: 1103845007 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/07/2011 09:08 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

FIRST BANK  
ATTN: DOCUMENT  
SERVICES  
560 ANGLUM ROAD  
HAZELWOOD, MO 63042

**SEND TAX NOTICES TO:**

First Bank  
Attn: RE Tax Department  
P.O. Box 790269  
St. Louis, MO 63179-0269

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Trish Kloppenburg, Business Credit Center Processor  
First Bank  
P.O. Box 790269  
St. Louis, MO 63179-0269

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 22, 2010, is made and executed between Chicago Title Land Trust Company, as Successor Trustee to Fifth Third Bank, not personally but as Trustee on behalf of Trust Number 3229, whose address is 420 South 22nd Avenue, Bellwood, IL 60104 (referred to below as "Grantor") and First Bank, whose address is 804 West U.S. Highway 50, O'Fallon, IL 62269-1827 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 24, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 10, 2006, as Document Number 0619115066.

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

**SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:**

THE NORTH 38 FEET OF LOT 3 IN BLOCK 7 IN WILLIAM B. WALRATH'S SUBDIVISION OF PART OF THE WEST 17 CHAINS AND 2 LINKS OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- ✓ The Real Property or its address is commonly known as 420 South 22nd Avenue, Bellwood, IL 60104. The
- ✓ Real Property tax identification number is 15-10-302-016-0000.

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

Extend maturity from November 22, 2010, to May 22, 2011, and modify the interest rate floor from 8.50% to 9.00%.

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

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 958063215801

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, 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.

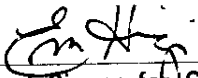
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 22, 2010.**

GRANTOR:

TRUST NUMBER 3229


*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 and 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.*

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO FIFTH THIRD BANK, not personally but as Trustee under that certain trust agreement dated 10-11-1979 and known as Trust Number 3229.

By:  Trust Officer  
Authorized Signer for Chicago Title Land Trust Company, as  
Successor Trustee to Fifth Third Bank

LENDER:

FIRST BANK

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 958063215801

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 27th day of December, 2010 before me, the undersigned Notary Public, personally appeared Eva Higi, Trust Officer of Chicago Title Land Trust Company, as Successor Trustee to Fifth Third Bank, Trustee of Trust Number 3229, 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 85 W Algonquin Rd  
Arlington Heights, IL  
60005  
 Notary Public in and for the State of Illinois  
 My commission expires \_\_\_\_\_



Notary Public, State of Illinois, Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 958063215801

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### LENDER ACKNOWLEDGMENT

STATE OF Missouri )  
 ) SS  
 COUNTY OF St. Louis )

On this 28th day of December, 2010 before me, the undersigned Notary Public, personally appeared Steven K. Pratt and known to me to be the Vice President, authorized agent for **First Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank**, duly authorized by **First 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 Bank**.

By M. Rochelle Nelson Residing at 560 Anglum Rd 63173

Notary Public in and for the State of Missouri

My commission expires 6/1/2012

