

RECORDATION REQUESTED BY:

FIRST NATIONS BANK
1151 E. BUTTERFIELD ROAD
WHEATON, IL 60189

UNOFFICIAL COPY



Doc#: 1109429013 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/04/2011 10:17 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

FIRST NATIONS BANK
1151 E. BUTTERFIELD ROAD
WHEATON, IL 60189

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST NATIONS BANK
1151 E. BUTTERFIELD ROAD
WHEATON, IL 60189

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 7, 2011, is made and executed between FIRST NATIONS BANK, not personally but as Trustee on behalf of FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON TRUST #1052 DATED JANUARY 4, 1996, whose address is 7757 W, DEVON AVENUE, 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 September 10, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS RECORDED OCTOBER 6, 2009 IN THE PUBLIC RECORDS OF COOK COUNTY, IL AS DOCUMENT NUMBERS #0927922025 AND #0927922026; A MODIFICATION OF MORTGAGE RECORDED MAY 21, 2010 AS DOCUMENT #1014144052 AND A MODIFICATION OF MORTGAGE RECORDED OCTOBER 27, 2010 AS DOCUMENT #1030031009.

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

THE NORTH 39 FEET OF THE SOUTH 78 FEET OF LOT 5 IN THE SUBDIVISION OF BLOCK 49 IN THE CIRCUIT COURT PARTITION IN SECTION 31 AND 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3633 S. CLINTON, BERWYN, IL 60402. The Real Property tax identification number is 16-31-313-017-0000.

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

EXTEND MATURITY DATE FROM MARCH 7, 2011 TO SEPTEMBER 3, 2011. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

S yes
P 5
S ✓
M yes
SC yes
E no
INT ✓

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MODIFICATION OF MORTGAGE

(Continued)

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.

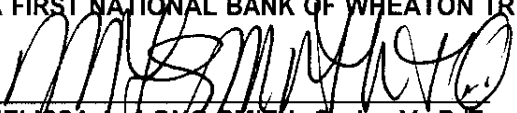
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 7, 2011.

GRANTOR:

The terms and conditions in this instrument to the contrary not withstanding, this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON TRUST #1052

FIRST NATIONS BANK, not personally but as Trustee under that certain trust agreement dated 01-04-1996 and known as FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON TRUST #1052.

By: 
MELISSA L. LONG-SMITH, Senior V. P. Trust Office of FIRST NATIONS BANK

The Trustee in executing the deed ~~HEREIN~~ 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

LENDER:

FIRST NATIONS BANK



X _____
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

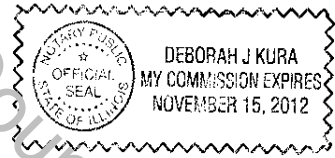
COUNTY OF COOK) SS

On this 7th day of March, 2011 before me, the undersigned Notary Public, personally appeared **MELISSA L. LONG-SMITH, Senior V. P./Trust Office of FIRST NATIONS BANK, Trustee of FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON TRUST #1052**, 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 _____



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

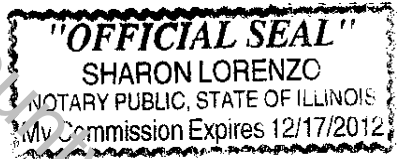
STATE OF Illinois)
)
 COUNTY OF DePage) SS
)

On this 7th day of March, 2011 before me, the undersigned Notary Public, personally appeared Denise R. Lafate 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 Sharon Lorenzo Residing at Wheaton

Notary Public in and for the State of IL

My commission expires 12-17-2012



PROPOSED COOK COUNTY Clerk's Office

UNOFFICIAL COPY

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. 1032

First Nations Bank F/K/A FNBW BANK F/K/A First National Bank of Wheaton
As Trustee Under Trust Agreement
Dated 1/4/96 and Known
As Trust Number 1032

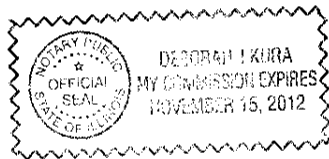
By: [Signature]

Dated: 3/7/11

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 [Signature] 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 7th day of March, 2011.



[Signature]
Notary Public