

UNOFFICIAL COPY



RECORDATION REQUESTED BY:

First Community Bank of
Homer Glen and Lockport
13963 S. Bell Road
Homer Glen, IL 60491

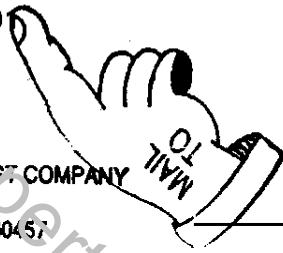
Doc#: 1116117002 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/10/2011 08:34 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First Community Bank of
Homer Glen and Lockport
13963 S. Bell Road
Homer Glen, IL 60491

SEND TAX NOTICES TO:

Trust No. 6692
CHICAGO TITLE LAND TRUST COMPANY
8821 WEST 87TH STREET
HICKORY HILLS, ILLINOIS 60457



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Lindy Yacko, Loan Administrator
First Community Bank of Homer Glen and Lockport
13963 S. Bell Road
Homer Glen, IL 60491

CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO * MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 31, 2011, is made and executed between ~~The Private Bank and Trust Company, f/n/a Founders Bank~~, as Trustee under Trust Agreement dated May 17, 2005 and known as Trust Number 6692 (referred to below as "Grantor") and First Community Bank of Homer Glen and Lockport, whose address is 13963 S. Bell Road, Homer Glen, IL 60491 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 31, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage dated July 30, 2008 and recorded on August 28, 2008 as Document No. 0824140041 and a Modification of Mortgage dated January 30, 2010 and recorded on July 13, 2010 as Document No. 1019454010 and executed between Founders Bank as Trustee under Trust Agreement dated May 17, 2005 and known as Trust Number 6692 to Lender on real property located at 213 Forest Edge Drive - Palos Park, IL 60464, Cook County, State of Illinois.

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

LOT 27 IN SHADOW RIDGE ESTATES, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2004, AS DOCUMENT NUMBER 0405839025, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 213 Forest Edge Drive, Palos Park, IL 60464. The Real Property tax identification number is 23-30-202-011-0000.

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

Borrower has requested and Lender has agreed to extend the maturity date on Loan Number 33000142, in the amount of \$1,785,000.00, from September 30, 2010 to June 30, 2011.

S P S M S T
S P S M S T
S P S M S T
S P S M S T
S P S M S T

UNOFFICIAL COPY

X

John M. O'Brien, Senior Vice President

FIRST COMMUNITY BANK OF HOMER GLEN AND LOCKPORT

LENDER:

f/n/a Founders Bank

Authorized Signer for the Private Bank and Trust Company,

By:

05-17-2005 and known as Trust No. 6692.

THE PRIVATE BANK AND TRUST COMPANY, F/N/A FOUNDERS BANK, not personally but as Trustee under that certain trust agreement dated

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO

TRUST NO. 6692

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

GRANTOR:

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 31, 2011.

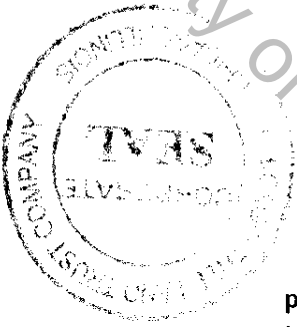
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorses to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation parties, 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.

Loan No: 33000142

MODIFICATION OF MORTGAGE

(Continued)

Property of Cook County Clerk's Office



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 33000142

(Continued)

Page 3

TRUST ACKNOWLEDGMENT

STATE OF IL _____)

COUNTY OF Cook _____)

) SS

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

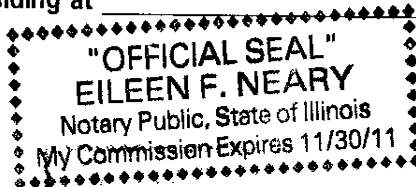
On this 1st day of June, 2011 before me, the undersigned Notary Public, personally appeared Linda Lee Lutz, Land Trust Officer of The Private Bank and Trust Company, f/n/a Founders Bank, Trustee of Trust No. 6692, and known to me to be an authorized trustee or agent of the trust that executed the Modification 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 _____

Residing at _____

Notary Public in and for the State of IL _____

My commission expires _____

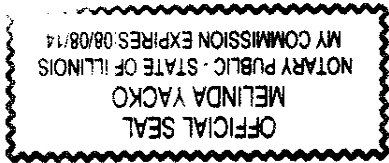


PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LASER PRO Lending, Ver. 5.56.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2011. All Rights Reserved. - IL L:\CFM\PL\G201.FC TR-316 PR-10



My commission expires _____

Notary Public in and for the State of _____

By _____

Residing at _____

On this _____ day of _____ before me, the undersigned Notary Public, personally appeared John M. O'Brien and known to me to be the Senior Vice President, authorized agent for First Community Bank of Homer Glen and Lockport that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Community Bank of Homer Glen and Lockport, duly authorized by First Community Bank of Homer Glen and Lockport 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 Community Bank of Homer Glen and Lockport.

COUNTY OF _____

STATE OF _____

)
) SS
)

LENDER ACKNOWLEDGMENT

UNOFFICIAL COPY

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE/SUCCESSOR TRUSTEE UNDER TRUST NO. 4799 ATTACHED TO AND MADE A PART OF THAT MODIFICATION OF MORTGAGE WITH FIRST COMMUNITY BANK OF HOMER GLEN AND LOCKPORT

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: June 1, 2011

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally

By:

Tenka Lee Tutz
Trust Officer



Cook County Clerk's Office