

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FirstSecure Bank and Trust  
Company  
10360 South Roberts Road  
Palos Hills, IL 60465

**WHEN RECORDED MAIL TO:**

FirstSecure Bank and Trust  
Company  
10360 South Roberts Road  
Palos Hills, IL 60465



Doc#: 1202546086 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/25/2012 03:27 PM Pg: 1 of 6

**SEND TAX NOTICES TO:**

FirstSecure Bank and Trust  
Company  
10360 South Roberts Road  
Palos Hills, IL 60465

Doc#: Fee: \$14.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 01/25/2012 03:28 PM Pg: 0

**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 November 1, 2011, is made and executed between FirstSecure Bank and Trust Co. as Trustee, not personally but as Trustee on behalf of FirstSecure Bank and Trust Company as Trustee for Trust #3-409 dated November 27, 1993, not personally but as Trustee, whose address is 10360 S. Roberts Road, Palos Hills, IL 60465 (referred to below as "Grantor") and FirstSecure 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, 1993 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded as Document Number 08116993/03116994 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; A Mortgage Modification dated June 1, 2010 recorded as Document Number 1031208156; A Mortgage Modification dated December 1, 2010 recorded as Document Number 1107408161; A Modification and Extension Agreement dated March 1, 2011 recorded as Document Number 115146043; A Mortgage Modification dated August 1, 2011 recorded as Document Number 1126346061. .

**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.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 11294260

Page 2

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.

**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 to extend the maturity date to February 1, 2004; which was further modified to extend the maturity date to June 1, 2004; which was further modified to extend the maturity to September 1, 2004, which was further modified to extend the maturity to September 1, 2009, which was further modified to extend the maturity to December 1, 2009; which was further modified to extend the maturity to June 1, 2010; which was further modified to extend the maturity to December 1, 2010; which was further modified to extend the maturity date to March 1, 2011; which was further modified to extend the maturity date to August 1, 2011; which was further modified to extend the maturity date to November 1, 2011 and is now being modified to extend the maturity date to November 1, 2013, change the interest rate from 7.80% to 6.750% and to change the amortization to 7 years, changing the monthly principal and interest payments to \$2,053.72 beginning with the December 1, 2011 payment.

**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.

County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 11294260


Page 3

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 1, 2011.

GRANTOR:

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


FIRSTSECURE BANK AND TRUST CO. AS TRUSTEE, not personally but as Trustee under that certain trust agreement dated 11-27-1998 and known as FirstSecure Bank and Trust Company as Trustee for Trust #3-409 dated November 27, 1998, not personally but as Trustee.  
See Mortgage Exoneration Rider attached.

By:   
Dan J. Karalis Trust Officer

Attest By:  - ATO  
Cristina Andrade Asst Trust Officer

LENDER:

FIRSTSECURE BANK AND TRUST COMPANY

X   
Authorized Signer

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 11294260

Page 4

### TRUST ACKNOWLEDGMENT

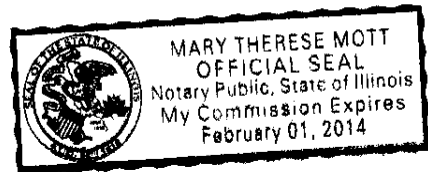
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 1st day of November, 2011 before me, the undersigned Notary Public, personally appeared Dan J. Karalis, Trust Officer of FirstSecure Bank and Trust Co. as Trustee, Trustee of FirstSecure Bank and Trust Company as Trustee for Trust #3-409 dated November 27, 1998, not personally but as Trustee and Cristina Andrade, Assistant Trust Officer of FirstSecure Bank and Trust Co. as Trustee, Trustee of FirstSecure 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

Notary Public in and for the State of Illinois

My commission expires 2/1/2014



Cook County Clerk's Office

# UNOFFICIAL COPY

## MORTGAGE EXONERATION RIDER

**This Mortgage is executed by FirstSecure Bank and Trust Co. (f/k/a Family Bank and Trust Company, f/k/a First State Bank and Trust Company of Palos Hills), not personally but as Trustee as aforesaid in the exercise of the power and authority conferred on and vested in it as such Trustee (and said FirstSecure Bank and Trust Co. 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 any liability on the said Trustee or on said FirstSecure Bank and Trust Co. personally to pay the 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 Trustee and its successors and said FirstSecure Bank and Trust Co. 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.**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 11294260

Page 5

### LENDER ACKNOWLEDGMENT

STATE OF IL. )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 1<sup>st</sup> day of NOV., 2011 before me, the undersigned Notary Public, personally appeared PAUL E. PRAZAK and known to me to be the VICE PRESIDENT LENDING, authorized agent for **FirstSecure 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 **FirstSecure Bank and Trust Company**, duly authorized by **FirstSecure 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 **FirstSecure Bank and Trust Company**.

By Karen Hewitt Residing at Palos Hills.

Notary Public in and for the State of IL.

My commission expires 5.26.12

