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

SEND TAX NOTICES TO:

FirstSecure Bank and Trust

Company

10360 South Roberts Road

Palos Hills, IL 60465



Doc#: 1208846047 Fee: \$46.00

Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 03/28/2012 12:47 PM Pg: 1 of 5

Doc#: Fee: \$6.00

Eugene "Gene" Moore

Cook County Recorder of Deeds Date: 03/28/2012 12:48 PM Pg: 0

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Karen Hewitt, Loan Processor
FirstSecure Bank and Trust Comp and 10360 South Roberts Road
Palos Hills, IL 60465

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2012 is made and executed between 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 as Trustee for Trust #3-379 dated July 21, 1998, 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 July 27, 1908 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 30, 1998 as Document Number 98665967, Modification and Extension Agreement dated February 11, 2002 recorded on March 6, 2002 as Document Number 0020253414, Modification and Extension Agreement dated February 1, 2007 recorded on April 5, 2007 as Occument Number 0709546087 and re-recorded August 22, 2011 as Document Number 1123446022.

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

LOT 17 (EXCEPT THE NORTH 16 FEET THEREOF DEDICATED FOR ALLEY) AND THE SOUTH 166 FEET OF THE WEST 25 FEET OF LOT 18 IN AULWURM SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6154 W. 111th Street, Chicago Ridge, IL 60415. The Real Property tax identification number is 24-17-308-002-0000 and 24-17-308-033-0000.

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

The original Promissory Note dated July 27, 1998 with a maturity date of August 1, 2003 which was

1208846047 Page: 2 of 5

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 11275660 (Continued) Page 2

modified to change the monthly principal and interest payments to \$964.00 beginning with the October 1, 2000 payment which was further modified to extend the maturity date to February 1, 2007 and to reduce the interest rate from 9.50% to 8.25% which was further modified to reduce the interest rate from 8.25% to 7.00% beginning with the July 1, 2002 payment which was further modified to extend the maturity date to February 1, 2012 and to change the monthly principal and interest payments to \$650.00 per month beginning with the March 1, 2007 payment which is now being modified to extend the maturity date to August 1, 2015, to reduce the interest rate from 7.00% to 6.50%, to change the monthly principal and interest payments to \$668.09 beginning with the March 1, 2012 payment and to fully amortize the loan.

CONTINUING VAUDITY. 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 constructe 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 encorse, 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 TEFM'S THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2012.

GRANTOR:

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 AS TRUSTEE FOR TRUST #3-379 DATED JULY 21, 1998, NOT PERSONALLY BUT AS TRUSTEE

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 under that certain trust agreement dated 07-21-1998 and known as 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 as Trustee for Trust #3-379 dated July 21, 1998, not personally but as Trustee. See mortgage experation rider attached.

By:__

Dan J. Karalis - Trust Off

By: May Wer 16 40

Mary Therese Mott - Assistant Trust Officer

1208846047 Page: 3 of 5

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. presonally 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 d No.

Or Cook County Clark's Office manner herein and in said Note provided, or by action to enforce the personal liability of the guarantor, if any.

1208846047 Page: 4 of 5

Page 3

UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Loan No: 11275660

LENDER: FIRSTSECURE BANK AND TRUST COMPANY Authorized Sio TRUST ACKNOWLEDGMENT Illinois) STATE OF _) SS Cook COUNTY OF February 2012 before me, the undersigned Notary day of _ On this of FirstSecure Bank and Trust Trust Officer Public, personally appeared Dan J. Karalis, ____ Co. f/k/a Family Bank and Trust Company f/k/a First State Bank and Trust Company of Palos Hills , Trustee of 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 as Trustee for Trust #3-379 dated July 21, 1998, not personally but as Trustee and Mary Therese Mott, Assistant Trust Officer of FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company f/k/a First State Bank and Trust Company cor Palos Hills , Trustee of FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company f/k/a First State dank and Trust Company of Palos Hills as Trustee for Trust #3-379 dated July 21, 1998, not personally bin 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. D. Complete Vann Residing at Notary Public in and for the State of OFFICIAL SEAL KAREN HEWITT My commission expires $5 \gamma U \gamma$ NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/26/12

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 4 Loan No: 11275660 LENDER ACKNOWLEDGMENT STATE OF _____)) SS Cook COUNTY OF before me, the undersigned Notary Public, personally appeared Jerry A. Meyer and known to me to be the SR VICE VNES. , 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. Residing at Bv Notary Public in and for the State of _ LICONE CRAL KAREN HEWITT My commission expires ___ NOTARY PUBLIC - STATE OF ILLINOIS

LASER PRO Lending, Ver. 5.59.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved.
- IL E:\CFI\LPL\G201.FC TR-1932 PR-13