



1222319013

RECORDATION REQUESTED BY:  
FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

Doc#: 1222319013 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/10/2012 10:02 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

SEND TAX NOTICES TO:  
FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

FOR RECORDER'S USE ONLY

#13

A 882012

This Modification of Mortgage prepared by:  
SS 11051384-4  
FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

Old Republic National Title  
Insurance Company

20 S. Clark Street, Ste 2000  
Chicago, IL 60603  
312-641-7799



## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 15, 2012, is made and executed between FIRST NATIONS BANK, not personally but as Trustee on behalf of FIRST NATIONS BANK LAND TRUST #1715, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (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 January 15, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED ON FEBRUARY 26, 2009, IN COOK COUNTY WITH DOCUMENT NO.S #0905754039 AND 0905754040.**

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

LOT 24 IN SMIGEL'S ADDITION TO ROSEMONT, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON 9/4/68, AS DOCUMENT NO. 2408449

The Real Property or its address is commonly known as 10490 W. BETTY CT., ROSEMONT, IL 60018. The Real Property tax identification number is 09-32-213-024-0000.

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

**EXTENDED THE MATURITY BY 1 YEAR UNTIL APRIL 15, 2013. LOWERED INTEREST RATE FROM 5.00% FIXED TO 4.50% FIXED. ALL OTHER TERMS REMAIN THE SAME.**

**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

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## MODIFICATION OF MORTGAGE (Continued)

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 APRIL 15, 2012.**

GRANTOR:

FIRST NATIONS BANK LAND TRUST #1715

FIRST NATIONS BANK, not personally but as Trustee under that certain trust agreement dated 05-22-2007 and known as FIRST NATIONS BANK LAND TRUST #1715.

By: [Signature] A.T.O.  
Assistant, TRUST OFFICER of FIRST NATIONS BANK

The terms and conditions in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made it part hereof.

LENDER:

FIRST NATIONS BANK

x [Signature]  
Authorized Signer

The Trustee in executing the document 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.

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

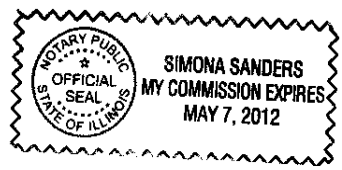
STATE OF IL )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 15<sup>TH</sup> day of April, 2012 before me, the undersigned Notary Public, personally appeared TRUST OFFICER of FIRST NATIONS BANK, Trustee of FIRST NATIONS BANK LAND TRUST #1715, 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 Simona Sanders Residing at Chicago

Notary Public in and for the State of IL

My commission expires \_\_\_\_\_



Notary Public of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

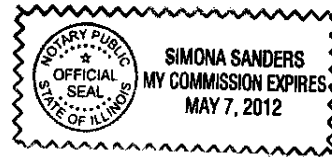
### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 15<sup>th</sup> day of April, 2012 before me, the undersigned Notary Public, personally appeared Melissa Lang-Smith and known to me to be the Senior 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 Simona Sanders Residing at Chicago  
 Notary Public in and for the State of IL

My commission expires \_\_\_\_\_



# UNOFFICIAL COPY

Rider attached to and made a part of the Mortgage

This MORTGAGE is executed by the First Nations 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 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 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 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 First National Bank of Wheaton, not personally but as Trustee under Trust No. 1715

FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON  
 AS TRUSTEE UNDER TRUST AGREEMENT  
 DATED 5/22/07 AND KNOWN  
 AS TRUST NUMBER 1715

BY: Ted Anani A.T.O.

DATED: 4/15/12

STATE OF ILLINOIS )  
 ) ss.  
 COUNTY OF )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Ted Anani A.T.O. personally known to me to be the same person whose name is 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 15<sup>th</sup> day of April, 2012.

Simona Sanders  
 Notary Public

