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Cook County Recorder of Deeds
Date: 08/29/2012 02:44 PM Pg: 1 of 5

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES 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 60187

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2012, is made and executed between FIRST NATIONS BANK, not personally but as Trustee on behalf of FIRST NATIONS BANK TRUST UNDER TRUST AGREEMENT DATED NOVEMBER 26, 2008 AND ALSO KNOWN AS TRUST #1740, 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 November 26, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS RECORDED DECEMBER 1, 2008 IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBERS 0833641058 AND 0833641059.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 100 EAST 14TH STREET, UNIT 1103 AND GU125, CHICAGO, IL 60605. The Real Property tax identification number is PART OF 17-22-105-013-0000, 17-22-105-014-0000; 17-22-105-015-0000; 17-22-105-016-0000.

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

LOWER THE INTEREST RATE FROM 6.25% TO 4.90% FOR THE REMAINING TERM. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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(Continued)**

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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 endorser 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 JULY 1, 2012.

GRANTOR:

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.

FIRST NATIONS BANK, not personally but as Trustee under that certain trust agreement dated 11-05-2008 and known as FIRST NATIONS BANK TRUST #1740.

By:



MELISSA L. LONG-SMITH, Senior Vice President of FIRST NATIONS BANK

LENDER:**FIRST NATIONS BANK**

x  ART

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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(Continued)**

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TRUST ACKNOWLEDGMENT

STATE OF

ILLINOIS

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COUNTY OF

COOK

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On this 18th day of July, 2012 before me, the undersigned Notary Public, personally appeared **MELISSA L. LONG-SMITH, Senior Vice President of FIRST NATIONS BANK, Trustee of FIRST NATIONS BANK TRUST #1740**, 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

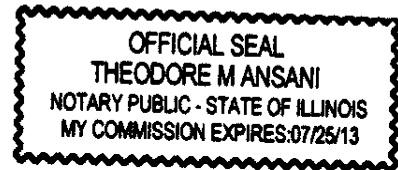
Theodore M. Ansani

Residing at

Bank Ridge

Notary Public in and for the State of

My commission expires

7/25/13

Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF

ILLINOIS

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COUNTY OF

COOK

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On this 15TH day of July, 2012 before me, the undersigned Notary Public, personally appeared Ann Barber Cano and known to me to be the Loan Officer, 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

Theodore M. Ansani

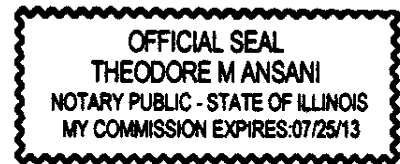
Residing at

Park Ridge

Notary Public in and for the State of

ILL.

My commission expires

7/25/13

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Rider attached to and made a part of the Document

This DOCUMENT is executed by the First Nations Bank F/K/A First National Bank of Wheaton, not personally but as Trustee under Trust No. 1740 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON
AS TRUSTEE UNDER TRUST AGREEMENT

DATED 11/26/08 AND KNOWN
AS TRUST NUMBER 1740.

BY: M. SmithDATED: 7/1/12

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 Melissa Smith, Trust Officer 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 1st day of July, 2012.

Theodore M. Ansani
Notary Public

