

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
PALOS HEIGHTS HARLEM  
AVE  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143



Doc#: 1232550094 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/20/2012 02:48 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

10009988-1 OFF 3964 #32400

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

FIRST MIDWEST BANK  
300 NORTH HUNT CLUB ROAD  
GURNEE, IL 60031

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 31, 2012, is made and executed between FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO PALOS BANK AND TRUST COMPANY NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE U/T/A DATED SEPTEMBER 28, 1984 AND KNOWN AS TRUST #1-2197, whose address is 2801 WEST JEFFERSON STREET, JOLIET, IL 604355275 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 15, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded October 31, 2008 as document #0830547011 in Cook County, Illinois.

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

THE NORTH 235 FEET OF LOT 9, (EXCEPT THE EAST 130 FEET OF THE NORTH 135 FEET OF SAID LOT) (EXCEPT THAT PART THEREOF CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS FOR WIDENING HARLEM AVENUE) IN COUNTY CLERKS DIVISION OF LOT 2 IN SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10701 SOUTH HARLEM AVENUE, WORTH, IL 604821189. The Real Property tax identification number is 24-18-300-043-0000 AND 24-18-300-021-0000.

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

To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The word "Note" means the promissory note dated October 15, 2009, in the original principal amount of \$100,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of,

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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 1

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refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate of .500 percentage points over the Index, resulting in an initial rate of 5.000% per annum. Notice: under no circumstances will the interest rate on the Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is October 15, 2013. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE." and to delete in its entirety the paragraph titled "Cross-Collateralization."

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 31, 2012.

GRANTOR:

FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO PALOS BANK AND TRUST COMPANY NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE U/T/A DATED SEPTEMBER 28, 1984 AND KNOWN AS TRUST #1-2197

By: Robin Kirby SEE TRUSTEE'S RIDER ATTACHED HERETO AND MADE A PARTY HEREOF

FIRST MIDWEST BANK, Trustee of FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO PALOS BANK AND TRUST COMPANY NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE U/T/A DATED SEPTEMBER 28, 1984 AND KNOWN AS TRUST #1-2197

LENDER:

FIRST MIDWEST BANK

X


  
Authorized Signer

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## MODIFICATION OF MORTGAGE

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### TRUST ACKNOWLEDGMENT

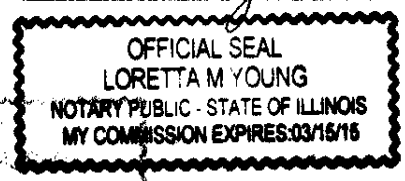
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 20 day of November, 2012 before me, the undersigned Notary Public, personally appeared \*FIRST MIDWEST BANK, Trustee of FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO PALOS BANK AND TRUST COMPANY NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE U/T/A DATED SEPTEMBER 28, 1984 AND KNOWN AS TRUST #1-2197, 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 Loretta M. Young Residing at Palos Heights

Notary Public in and for the State of Illinois

My commission expires 3/15/15



\*Robin Laby, Authorized Signer of

Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 5<sup>th</sup> day of November, 2012 before me, the undersigned Notary Public, personally appeared Gregory Paetzel and known to me to be the Banking Center President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 MIDWEST BANK**.

By Deborah M Mandel Residing at Tinley Park

Notary Public in and for the State of Illinois

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



Cook County Clerk's Office

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**RIDER ATTACHED AND MADE A PART OF  
MODIFICATION OF MORTGAGE  
TO FIRST MIDWEST BANK  
SUCCESSOR TO PALOS BANK AND TRUST COMPANY**

**DATED OCTOBER 31, 2012**

This instrument is executed by FIRST MIDWEST BANK, Successor Trustee to Palos Bank and Trust Company not personally but solely as Trustee under trust No. 1-2197, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

Query of Cook County Clerk's Office