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#: 1303546036 Fee: \$44.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/04/2013 11:08 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

KristalMcCool, Loan Processo.

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2012, is made and executed between FirstSecure Bank and Trust Co. 1/k/a Family Bank and Trust Company as Trustee, not personally but as under Trust #7-520 dated July 9, 2002, 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 October 1, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded October 8, 2002 as Document Number 0021101271; Modification and Extension Agreement recorded January 4, 2008 as Document Number 0800408156; Mortgage re-recorded to correct PIN and Cancellation Error on October 15, 2010 as Document Number 1020846051; Modification and Extension Agreement re-recorded to correct Pin on October 15, 2010 as Document Number 1028846050 in the Office of the Cook County Recorder of Deeds

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

LOT 3 IN BLOCK 6 IN FREDERICK H. BARTLETT'S PLEASANT HILL GARDENS, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO AND STRAWN RAILWAY COMPANY, NOW THE WABASH RAILWAY COMPANY (EXCEPT THAT PART OF SAID LOT 3 LYING SOUTHERLY OF A STRAIGHT LINE DESCRIBED AS FOLLOWS: TO WIT: BEGINNING AT A POINT IN THE EAST LINE OF SOUTH KEATING AVENUE, BEING ALSO THE WEST LINE OF SAID LOT 3, DISTANT 48.01 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY IN A STRAIGHT LINE, A DISTANCE OF 142.14 FEET TO A POINT IN THE EAST LINE OF SAID LOT 3, A DISTANCE OF 36.92 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, IN COOK COUNTY,

1303546036 Page: 2 of 4

Page 2

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 11467760

ILLINOIS.

The Real Property or its address is commonly known as 4718 Southwest Highway, Oak Lawn, IL 60453. The Real Property tax identification number is 24-03-307-006-0000.

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

To extend the maturity date to November 1, 2013, to change the amortization schedule from 20 months to 15 months and to change the monthly principal and interest payment to \$3,836.37 beginning December 1, 2012

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and not fill 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 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 ALI. THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 2012.

GRANTOR:

FIRSTSECURE BANK AND TRUST CO. F/K/A FAMILY BANK AND TRUST COMPANY AS TRUSTEE, not personally but as Trustee under that certain trust agreement dated 07-09-2002 and known as FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company as Trustee under Trust #7-520 dated July 9, 2002, not personally but as Trustee. See mortgage exoneration rider attached.

Cristina Andrade, Assistant Trust Officer of FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company as Trustee

Mary Therese Mott, Assistant Trust Officer of FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company as Trustee

LENDER:

FIRSTSECURE BANK AND TRUST COMPANY

Authorized Signer

1303546036 Page: 3 of 4

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 the d Note .

Of Cooperation of Columns Clarks Office conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in soid Note provided, or by action to enforce the personal liability of the guarantor, if any.

1303546036 Page: 4 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LOBINO: 11467760	(Continuea)		Page
TRU	IST ACKNOWLED	GMENT	
STATE OF)	
) SS	
COUNTY OF Cook)	
On this lsc day of N	ovember	2012 hofors me the unde	rojanod Notom:
Public, personally appeared Cristina Andrac Family Bank and Trust Company as Tru	ie, Assistant Trust C	$\frac{2012}{}$ before me, the unde	ind Trust Co. f/k/
and Trust Company as frustee under Trust Office Company as Trustee, Truster of FirstSec Trustee under Trust #7-520 data July authorized trustees or agents of the trust Modification to be the free and voluntary act	eer of FirstSecure Bacure Bank and Trust 9, 2002, not person that executed the Mo and deed of the trust,	Ink and Trust Co. f/k/a Fam Co. f/k/a Family Bank and lally but as Trustee, and lad dification of Mortgage and ado by authority set forth in the tru	If y Bank and Trust Company known to me to be knowledged the st documents or.
by authority of statute, for the uses and purport execute this Modification and in fact executed	isses therein mentioned in a Modification on be	, and on oath stated that they half of the trust.	are authorized to
Ву	4	MAR OF COLOR	
•		OFFICIAL SEAL	1 *** - 11 : d d d d /
Notary Public in and for the State of	17 1/10	Notary Public, State of Illinois My Commission Expires May 21, 2014	
My commission expires5 2	114	May 21, 2014	
LEND	ER ACKNOWLED	GMENT	
		0.	
STATE OFTLLINGIS		1 7/	
) ss	
COUNTY OFCook		$O_{x_{\alpha}}$	
		1/2	
On this 150 day of Neve	mber 2	012 hoforo mo the under	9d M
On this day of day of Series day of Series day of Series day of Series day of day of Series day of day of day of Series day of	SZYCK' and kn	own to me to be the Comm	Exect Com
<u>ricer,</u> , authorized agent for rinsisecure	; bank and Irust Co	I mpany that executed the wit	nin and toredoing
nstrument and acknowledged said instrument Trust Company, duly authorized by FirstSo	to be the free and volue	untary act and deed of FirstSe Ist. Company through its boa	ecure Bank and ard of directors or
otherwise, for the uses and purposes therein r	nentioned, and on oath	stated that he or she is author	rized to execute
this said instrument and in fact executed this said	aid instrument on beha	If of FirstSecure Bank and T	rust Company.
V Jan MECIL	/ Resid	ling at Polos 14 11	5
Notary Public in and for the State of			
		JANE MCCO	ol .
My commission expires	2014	OFFICIAL SE Notary Public, State	AL of Hilinois
		My Commission E September 08, 2	xpires
			ليس