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1303546037

RECORDATION REQUESTED BY:

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

**Doc#: 1303546037 Fee: \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/04/2013 11:10 AM Pg: 1 of 5**

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**Kristal McCool, Loan Processor
FirstSecure Bank and Trust Company
10360 South Roberts Road
Palos Hills, IL 60465**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 26, 2012, is made and executed between FirstSecure Bank and Trust Co. as Trustee, not personally but as Trustee under Trust #3-366 dated May 28, 1998, 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 September 26, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded March 30, 2011 as Document Number 1108946054 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 49 AND THE SOUTH 2 INCHES OF LOT 48 IN BLOCK 6 IN HAMBURG, BEING SAMUEL GEHR'S SUBDIVISION OF BLOCKS 23 AND 24 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3658 S. Union, Chicago, IL 60609. The Real Property tax identification number is 17-33-308-051.

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

A Promissory Note from William Moy and Teresa Moy to Family Bank and Trust Company n/k/a FirstSecure Bank and Trust Co. dated October 26, 2002 in the original amount of \$300,000.00 and maturing on September 26, 2004 which was modified to extend the maturity date to September 26, 2006 and further modified to extend the maturity date to September 26, 2008; which was further modified to change the interest rate from prime plus 2.250% floating with a floor of 6.750% to a fixed rate of 7.50% as of April 26, 2008 and again modified to extend the maturity date to September 26, 2010 was subsequently modified to include a Change In Terms Agreement, place all properties under Trust,

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

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change the amortization to 84 months, change the monthly payment to \$2,034.92 and extend the maturity date to September 26, 2012

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 SEPTEMBER 26, 2012.

GRANTOR:

FIRST SECURE BANK AND TRUST CO. AS TRUSTEE UNDER TRUST #3-366 DATED MAY 28, 1998, NOT PERSONALLY BUT AS TRUSTEE

FIRSTSECURE BANK AND TRUST CO. AS TRUSTEE, not personally but as Trustee under that certain trust agreement dated 05-28-1998 and known as First Secure Bank and Trust Co. as Trustee under Trust #3-366 dated May 28, 1998, not personally but as Trustee. See mortgage exoneration rider attached.

By: 
Cristina Andrade, Assistant Trust Officer of FirstSecure Bank and Trust Co. as Trustee

By: 
Mary Therese Mott, Assistant Trust Officer of FirstSecure Bank and Trust Co. as Trustee

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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 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.

Property of Cook County Clerk's Office

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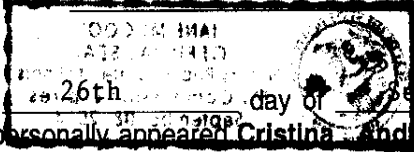
LENDER:

FIRSTSECURE BANK AND TRUST COMPANY

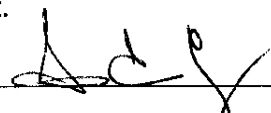
X 
Authorized Signer

TRUST ACKNOWLEDGMENT

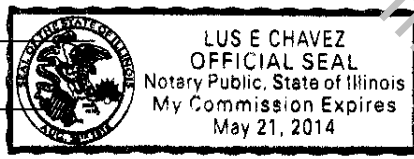
STATE OF Illinois)
) SS
COUNTY OF Cook)



On this 26th day of September, 2012 before me, the undersigned Notary Public, personally appeared Cristina Andrade, Assistant Trust Officer of FirstSecure Bank and Trust Co. as Trustee, Trustee of First Secure Bank and Trust Co. as Trustee under Trust #3-366 dated May 28, 1998, not personally but as Trustee and Mary Therese Mott, Assistant Trust Officer of FirstSecure Bank and Trust Co. as Trustee, Trustee of First Secure Bank and Trust Co. as Trustee under Trust #3-366 dated May 28, 1998, not personally but 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.

By  Residing at Cook

Notary Public in and for the State of Illinois
My commission expires 5/21/14



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 26 day of September, 2012 before me, the undersigned Notary Public, personally appeared Slaw Suszycki and known to me to be the Commercial Loan officer, 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**.

By Jane McCool Residing at Palos Hills

Notary Public in and for the State of IL

My commission expires 9-8-2014

