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**RECORDATION REQUESTED BY:** 

FirstSecure Bank and Trust Co. 10360 South Roberts Road Palos Hills. IL 60465

WHEN RECORDED MAIL TO:

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



Doc#: 1327046014 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Date: 09/27/2013 11:31 AM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Lus Chavez
FirstSecure Bank and Trust Co.
10360 South Roberts Road
Palos Hills, IL 60465

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2013, is made and executed between FirstSecure Bank and Trust CO, not personally but as Trustee on behalf of Firstsecure Bank and Trust CO f/k/a Family Bank & Trust Company as Trustee under Trust #13-956 dated 7/13/08, not personally but as Trustee (referred to below as "Grantor") and FirstSecure Bank and Trust Co., 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 July 2/., 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED AUGUST 25, 2008 AS DOCUMENT NO. 0823808317 IN THE OFFICE OF COOK COUNTY RECORDER OF DEEDS.

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

THE EAST 120 FEET OF THE WEST 476 FEET OF THE SOUTH 60 FEET OF LOT 1 IN BERGER'S SUBDIVISION OF LOT 7 (EXCEPT THE NORTH 10 ACRES) IN SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 1922 IN BOOK 168 OF PLATS ON PAGE 13 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 15631 Maryland Avenue, Dolton, IL 60419. The Real Property tax identification number is 29-14-100-058-0000.

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

THE ORIGINAL PROMISSORY NOTE DATED JULY 24, 2008 WITH A MATURITY DATE OF AUGUST 1, 2013 IN THE ORIGINAL AMOUNT OF \$116,000.00 FROM FIRSTSECURE BANK AND TRUST CO TRUST #13-956 DATED 7/15/08 TO FIRSTSECURE BANK AND TRUST COMPANY WHICH IS NOW BEING MODIFIED TO REDUCE THE RATE TO 6.00% AND EXTEND THE

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## MODIFICATION OF MORTGAGE (Continued)

**MATURITY DATE TO AUGUST 1, 2016.** 

Loan No: 11600960

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 ACRES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 2013.

**GRANTOR:** 

FIRSTSECURE BANK AND TRUST CO. F/K/A FAMILY BANK AND TRUST COMPANY AS TRUSTEE FOR TRUST #13-956 DATED JULY 15, 2008, NOT PERSONALLY BUT AS TRUSTEE

FIRSTSECURE BANK AND TRUST CO. F/K/A/ FAMILY BANK AND IE. IST COMPANY AS TRUSTEE, not personally but as Trustee under that certain trust agreement dated 06-22-1998 and known as FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company as Trustee for Trust #12.056 dated but 15, 2008, not personally but as Trustee. See more

Trust #13-956 dated July 15, 2008, not personally but as Trustee. See mortgage exoneration rider attached.

By Mary Therasa Matt. Trust Officer of

Mary Therese Mott, Trust Officer of FirstSecure Bank and

Trust Co. f/k/a/ Family Bank and Trust Company as Trustee

Mary Chambers, ATO of FirstSecure Bank and Trust Co. f/k/a/

Family Bank and Trust Company as Trustee

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### **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 11600960

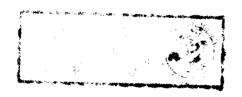
LENDER: FIRSTSECURE BANK AND TRUST CO. Authorized Signer TRUST ACKNOWLEDGMENT Illinois STATE OF ) SS Cook COUNTY OF day of \_\_\_\_August 2013 before me, the undersigned Notary On this Public, personally appeared Mary Pherese Mott, Trust Officer of FirstSecure Bank and Trust Co. f/k/a/ Family Bank and Trust Company as Trustee, Trustee of FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company as Trustee for Trust #13-956 dated July 15, 2008 not personally but as Trustee and Mary Chambers, ATO of FirstSecure Bank and Trust Co. f/k/a/ Family Bank and Trust Company as Trustee, Trustee of FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company as Trustee for Trust #13-956 dated July 15, 2008, 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. Falos Hills, IL Residing at \_ Notary Public in and for the State of \_\_\_\_\_ JANE MCCOOL OFFICIAL SEAL My commission expires Notary Public, State of Illinois My Commission Expires September 08, 2014

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# MODIFICATION OF MORTGAGE

| Loan No: 11600960  | (Continued)  | Page 4   |
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| The state of the s | LENDER ACKNOWLEDGMENT  |  |
| STATE OFILLINOIS   | )<br>) SS  |  |
| COUNTY OFCOOK  | )  |  |
| authorized agent for Fi instrument and acknowledged said instrument Co., duly authorized by FirstSe uses and purposes therein meritione  | of II  | THE VICE PRESIDENT  ted the within and foregoing ed of FirstSecure Bank and directors or otherwise, for the norized to execute this said d Trust Co  HILLS  JANE MCCOOL  |
|  | N N  | OFFICIAL SEAt<br>lotary Public, State of Illinois<br>My Commission Expires<br>September 08, 2014   |
|  | 0 Copr. Harland Financial Solutions, Inc. 1997, 2<br>IL E:\CFI\LPL\G201.FC TR-1965 PR 46 | , and the second |
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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. persorelly 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 he.
Note 1.

Ox Cook County Clark's Ornica 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.