

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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



Doc#: 1404446072 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/13/2014 11:44 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

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 December 22, 2013, is made and executed between FirstSecure Bank and Trust CO, not personally but as Trustee on behalf of FirstSecure Bank and Trust CO. as Trustee for Trust #3-409 dated November 27, 1998, 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 December 22, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 4, 2007 as Document Number 0700446056, recorded modification of mortgage on March 6, 2012 as Document Number 1206646050 dated December 22, 2011 in the Office of the Cook County Recorders Office.

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

LOT 53 IN FRANK DE LUGACH STEVEN ACRES, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 1953 AS DOCUMENT NUMBER 15555405 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10255 S. Roberts Road, Palos Hills, IL 60465. The Real Property tax identification number is 23-12-308-013-0000.

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

The original Promissory Note dated December 22, 2006 with a maturity date of December 22, 2011 in the original amount of \$100,000.00 to Family Bank and Trust Company now known as FirstSecure Bank and Trust CO; was previously modified to extend the maturity date to December 22, 2013 and to reduce the interest rate to 7.750%; is now being modified to extend the maturity date to December 22, 2016 and to fully amortize the loan.

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

Loan No: 62012922

Page 2

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 DECEMBER 22, 2013.

GRANTOR:

FIRSTSECURE BANK AND TRUST CO. F/K/A FAMILY BANK AND TRUST COMPANY AS TRUSTEE FOR TRUST #3-409 DATED NOVEMBER 27, 1998

FIRSTSECURE BANK AND TRUST CO, not personally but as Trustee under that certain trust agreement dated 11-27-1998 and known as FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company as Trustee for Trust #3-409 dated November 27, 1998. See mortgage exoneration rider attached.

By: Mary Therese Mott, Trust Officer
Mary Therese Mott, Trust Officer

By: Mary Chambers, ATO
Mary Chambers, Assistant Trust Officer

LENDER:

FIRSTSECURE BANK AND TRUST CO.

X [Signature]
Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 62012922

Page 3

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 21st day of December, 2013 before me, the undersigned Notary Public, personally appeared Mary Therese Mott, Trust Officer of FirstSecure Bank and Trust CO, Trustee of FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company as Trustee for Trust #3-409 dated November 27, 1998 and Mary Chambers, Assistant Trust Officer of FirstSecure Bank and Trust CO, Trustee of FirstSecure Bank and Trust Co. f/k/a Family Bank and Trust Company as Trustee for Trust #3-409 dated November 27, 1998, 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 [Signature] Residing at Palos Hills, IL

Notary Public In and for the State of Illinois

My commission expires 9-8-2014



Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 62012922

Page 4

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 22nd day of DECEMBER, 2013 before me, the undersigned Notary Public, personally appeared W. ANTHONY KOPP and known to me to be the VICE PRESIDENT, authorized agent for **FirstSecure Bank and Trust Co.** 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 Co.**, duly authorized by **FirstSecure Bank and Trust Co.** 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 Co.**

By Jane M C Cool Residing at PALOS HILLS

Notary Public in and for the State of IL

My commission expires 09/08/2014



PROCESSED BY COOK COUNTY CLERK'S OFFICE

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 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