

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

OLD PLANK TRAIL  
COMMUNITY BANK, NA  
OLD PLANK TRAIL  
COMMUNITY BANK, NA AND  
THE FDIC, AS RECEIVER, TO  
FIRST UNITED BANK, AND  
THE FDIC, DATED  
SEPTEMBER 28, 2012  
20012 Wolf Road  
Mokena, IL 60448



Doc#: 1424546005 Fee: \$48.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/02/2014 10:30 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

OLD PLANK TRAIL  
COMMUNITY BANK, NA  
OLD PLANK TRAIL  
COMMUNITY BANK, NA AND  
THE FDIC, AS RECEIVER, TO  
FIRST UNITED BANK, AND  
THE FDIC, DATED  
SEPTEMBER 28, 2012  
20012 Wolf Road  
Mokena, IL 60448

**SEND TAX NOTICES TO:**

OLD PLANK TRAIL  
COMMUNITY BANK, NA  
OLD PLANK TRAIL  
COMMUNITY BANK, NA AND  
THE FDIC, AS RECEIVER, TO  
FIRST UNITED BANK, AND  
THE FDIC, DATED  
SEPTEMBER 28, 2012  
20012 Wolf Road  
Mokena, IL 60448

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Angela Szeman, Loan Administration Officer  
OLD PLANK TRAIL COMMUNITY BANK, NA  
20012 Wolf Road  
Mokena, IL 60448

**FIDELITY NATIONAL TITLE** 66-000 7329

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 2, 2014, is made and executed between CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST UNITED BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 2005 AND KNOWN AS TRUST NUMBER 2202 (referred to below as "Grantor") and OLD PLANK TRAIL COMMUNITY BANK, NA, whose address is 20012 Wolf Road, Mokena, IL 60448 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 2, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**FIDELITY NATIONAL TITLE**

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## MODIFICATION OF MORTGAGE (Continued)

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RECORDED APRIL 12, 2007 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE AS DOCUMENT NO 0710257089.

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

LOT 76 OF CAMENO RE'AL, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 14905 Avenida Del Este Street, Orland Park, IL 60462-3117. The Real Property tax identification number is 27-09-406-022-0000.

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

**MODIFY TERMS PER CHANGE IN TERMS AGREEMENT DATED TO LENDER OLD PLANK TRAIL COMMUNITY BANK, N.A. AS SUCCESSOR IN INTEREST WITH REGARD TO FIRST UNITED BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 2005 AND KNOWN AS TRUST NUMBER 2202, PURSUANT TO THAT CERTAIN PURCHASE AND ASSUMPTION AGREEMENT BETWEEN OLD PLANK TRAIL COMMUNITY BANK, N.A. AND THE FDIC, AS RECEIVER, TO FIRST UNITED BANK, AND THE FDIC, DATED SEPTEMBER 28, 2012 TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCING OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT.**

**EFFECTIVE JULY 25, 2014, THE GRANTOR IS BEING CHANGED FROM FIRST UNITED BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 2005 AND KNOWN AS TRUST NUMBER 2202 TO CHICAGO LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST UNITED BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 2005 AND KNOWN AS TRUST NUMBER 2202 (DUE TO SUCCESSOR TRUSTEE).**

**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.

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## MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 2, 2014.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST UNITED BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 2005 AND KNOWN AS TRUST NUMBER 2202 AND NOT PERSONALLY

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO FIRST UNITED BANK, not personally but as Trustee under that certain trust agreement dated 05-10-2005 and known as CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST UNITED BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 2005 AND KNOWN AS TRUST NUMBER 2202.

By: Nancy A. Carlson Trust Officer  
Authorized Signer for CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO FIRST UNITED BANK

LENDER:

OLD PLANK TRAIL COMMUNITY BANK, NA

X M. Johnson A.U.P.  
Authorized Signer

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )

) SS

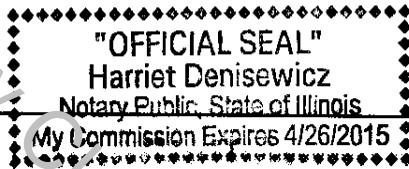
COUNTY OF Cook )

On this 19th day of August, 2014, before me, the undersigned Notary Public, personally appeared Nancy A Carlin, Trust Officer of **CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO FIRST UNITED BANK, Trustee of CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST UNITED BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 2005 AND KNOWN AS TRUST NUMBER 2202**, 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 [Signature] Residing at Chicago, IL

Notary Public in and for the State of Illinois

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



PROCESSED BY COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 8<sup>th</sup> day of August, 2014 before me, the undersigned Notary Public, personally appeared Michael J. Schram and known to me to be the A.V.P., authorized agent for **OLD PLANK TRAIL COMMUNITY BANK, NA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **OLD PLANK TRAIL COMMUNITY BANK, NA**, duly authorized by **OLD PLANK TRAIL COMMUNITY BANK, NA** 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 **OLD PLANK TRAIL COMMUNITY BANK, NA**.

By Sharon P. Kitzman Residing at \_\_\_\_\_  
 Notary Public in and for the State of Illinois

My commission expires 11/19/2014



PROPOSED  
 Cook County Clerk's Office