# **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: FIRST NATIONS BANK 7757 W. DEVON AVENUE CHICAGO, IL 60631-1509

WHEN RECORDED MAIL TO: FIRST NATIONS BANK 7757 W. DEVON AVENUE CHICAGO, IL 60631-1509

SEND TAX NOTICES TO:
FIRST NATIONS BANK
7757 W. DEVON AVENUE

CHICAGO, IL 60031-1509

[6] [13] [3957

Doc#: 1611313057 Fee: \$46.00 RHSP Fee:\$9.00 APRF Fee: \$1.00 Karen A.Yarbrough

Cook County Recorder of Deeds Date: 04/22/2016 01:39 PM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
SA - MOLLO, 11051445-6
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

A - 412016 "20
Old Republic Title
9601 Southwest Highway
Oak Lawn, IL 60453

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1 2016, is made and executed between FIRST NATIONS BANK, not personally but as Trustee on behalf of FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON U/T/A DATED AUGUST 6, 1996 AND KNOWN AS TRUST 1086, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Grantor") and FIRST NATIONS BANK, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Merch 13, 2013 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED IN COOK COUNTY ON MARCH 15, 2013 WITH RECORDING NUMBERS 1307444020 & 1307444021.

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

LOT TWO (2) (EXCEPT THE NORTH 1.0 FEET THEREOF) IN THE RESUBDIVISION OF LOT SIX (6) IN BLOCK ONE (1) IN MARWOOD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PARTS OF SECTIONS TWENTY-FIVE (25) AND THIRTY-SIX, TOWNSHIP FORTY (40) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO: THE NORTH TWENTY-FIVE (25) FEET OF LOT ONE (1) (EXCEPT THE WEST HALF OF LOT ONE (1) IN HILL CREST, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION THIRTY-SIX (36), TOWNSHIP FORTY (40) NORTH, RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE SOUTH 48 FEET OF LOT 1 AND THE NORTH 1 FOOT OF LOT 2 IN THE RESUBDIVISION OF LOT 6 IN BLOCK 1 IN MARWOOD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PARTS OF SECTION 25 AND 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2312 & 2314 N HARLEM AVENUE, ELMWOOD PARK, IL 60707. The Real Property tax identification number is 12-36-207-020-0000; 12-36-207-036-0000;

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# MODIFICATION OF MORTGAGE (Continued)

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AND 12-36-207-037-0000.

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

EXTEND MATURITY DATE BY THREE YEARS TO MARCH 1, 2019. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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 (and 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 person who signed the original Mortgage does not sign this Modification, then all persons 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 MARCH 1, 2016.

**GRANTOR:** 

FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON U/T/A DATED AUGUST 6, 1996 AND KNOWN AS TRUST 1085

The terms and conditions in this instrument to the contrary not withstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made it part hereof.

FIRST NATIONS BANK, not personally but as Trustee under that cettain trust agreement dated 08-06-1996 and known as FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON U/T/A DATED AUGUST 6, 1996 AND KNOWN AS TRUST 1086.

, TRU

TRUST OFFICER OF FIRST NATIONS BANK

FIRST NATIONS BANK

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# MODIFICATION OF MORTGAGE (Continued)

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| TRUST ACKNOWLEDGMENT   |  |  |  |
|--|--|--|--|
| STATE OF IUNOIS  | )<br>) SS  |  |  |
| Public, personally appeared, TRUST OFFICER of I F/K/A FIRST NATION (L. 3ANK OF WHEATON U/T/A), and known to me to be (an) authorized trustee(s). Mortgage and acknowledged the Modification to authority set forth in the trust documents or, by | , 2016 before me, the undersigned Notary FIRST NATIONS BANK, Trustee of FIRST NATIONS BANK A DATED AUGUST 6, 1996 AND KNOWN AS TRUST 1086 ) or agent(s) of the trust that executed the Modification of be the free and voluntary act and deed of the trust, by authority of statute, for the uses and purposes thereing is/are authorized to execute this Modification and in fact  Residing at  OFFICIAL SEAL  DEBORAH J KURA  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES: 11/15/16 |  |  |
|  | Clorks   |  |  |

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#### **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT STATE OF UNDIS ) SS COUNTY OF COOK  $_{\perp}, 20/\psi$  before me, the undersigned Notary Public, personally ar peared <u>SA2 ALA IMO</u> and known to me to be the <u>COMM IM</u>

OFFICER, authorized agent for FIRST NATIONS BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of FIRST NATIONS BANK, duly authorized by FIRST NATIONS BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on out stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on henalf of FIRST NATIONS BANK. Residing at Notary Public in and for the State of OFFICIAL SEAL My commission expires **DEBORAH J KURA** NOTARY PUBLIC - STATE OF ILLINOIS All Rights Reserved. Copr. D+H USA Corporation 1997, 2016. LaserPro, Ver. 15.5.10.002 PASOFFICA J:\HARLANDLP\CFI\LPL\G201.FC TI\-3122 PR-43

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### **UNOFFICIAL COPY**

Rider attached to and made a part of the Mortgage

This MORTGAGE is executed by the First Nations Bank F/K/A First National Bank of Wheaton not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Nations Bank F/K/A First National Bank of Wheaton, 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 liability on the said Mortgagor or on said First Nations Bank F/K/A First National Bank of Wheaton personally to pay 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 Mortgagor and its successor and said First Nations Bank F/K/A First National Bank of Wheaton 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.

First Nations Bank F/K/A First National Bank of Wheaton, not personally but as Trustee under Trust No.

| 900   |                      |                          |                                 |  |
|---|----------------------|--------------------------|---------------------------------|--|
| 900 PT  |                      |                          |                                 |  |
| FIRST NATIONS BANK F/K/A FIRST NA<br>AS TRUSTEE UNDER TRUST AGREEM<br>DATED <u>8/6/96</u> AND KN<br>AS TRUST NUMBER <u>/086</u>   | EN'I<br>NO'WNI       |                          |                                 |  |
| BY: Collegen, ATO   |                      | Puny Clark               |                                 |  |
| DATED: 3/1/10   |                      | 0/0/4/                   |                                 |  |
| STATE OF ILLINOIS  COUNTY OF COCK  )  | ss.                  |                          | Office                          |  |
| I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT  CAROL JENSEN , ASSISTANT TRUST OFFICER personally known to  me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person |                      |                          |                                 |  |
| and acknowledged that they signed and de  | elivered the said in | nstrument as their own i | ree and voluntary act.          |  |
| Given under my hand and Notarial Seal th  | his/ day of _        | MARCH, 30                | <u>/k_</u> .                    |  |
|   |                      |                          | Deliaca / Sura<br>Notary Public |  |

OFFICIAL SEAL DEBORAH J KURA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/15/16