

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FIRST NATIONS BANK  
1151 E. BUTTERFIELD ROAD  
WHEATON, IL 60189

Doc#. 1919057079 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 07/09/2019 01:10 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

FIRST NATIONS BANK  
1151 E. BUTTERFIELD ROAD  
WHEATON, IL 60189

**SEND TAX NOTICES TO:**

FIRST NATIONS BANK  
1151 E. BUTTERFIELD ROAD  
WHEATON, IL 60189

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

FIRST NATIONS BANK  
1151 E. BUTTERFIELD ROAD  
WHEATON, IL 60189

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2019, 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 TRUST NO. 1094, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631 (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 December 3, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**A MORTGAGE AND ASSIGNMENT OF RENTS RECORDED AS DOCUMENT NUMBERS 1000855052 AND 1000855053 ON JANUARY 08, 2010, A MODIFICATION OF MORTGAGE RECORDED AS DOCUMENT NUMBER 1327045006 ON SEPTEMBER 27, 2013 AND A MODIFICATION OF MORTGAGE RECORDED AS DOCUMENT NUMBER 1626429007 ON SEPTEMBER 20, 2016 ALL IN THE PUBLIC RECORDS OF COOK COUNTY, IL RECORDER OF DEEDS.**

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

THE NORTH 15 FEET OF LOT 516 AND LOT 517 (EXCEPT THE NORTH 3 FEET THEREOF) IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1911 S. HARLEM, BERWYN, IL 60402. The Real Property tax identification number is 16-19-316-043.

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## MODIFICATION OF MORTGAGE

(Continued)

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

**EXTEND THE MATURITY DATE (3) YEARS FROM JULY 1, 2019 TO JULY 1, 2022. ALL OTHER TERMS AND CONDITIONS WILL REMAIN AS ORIGINALLY APPROVED.**

**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 JULY 1, 2019.**

**GRANTOR:** *The terms and conditions in this instrument to the contrary notwithstanding, this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made a part hereof.*

**FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON TRUST NO. 1094**

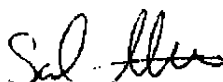
**The Trustee in executing the document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise, the beneficiary of the trust has management and control of the premises and as such has the authority on their own behalf as an authorized representative to execute this instrument on behalf of the Trustee**

FIRST NATIONS BANK, not personally but as Trustee under that certain trust agreement dated 08-27-1996 and known as FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON TRUST NO. 1094.

By:   
MELISSA L. LONG-SMITH, Senior V. P./Trust Office of FIRST NATIONS BANK

**LENDER:**

**FIRST NATIONS BANK**

x  AVP  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

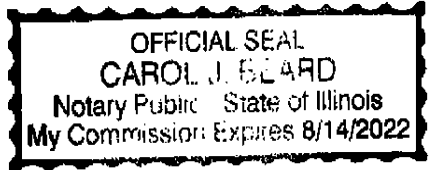
STATE OF IL )  
 ) SS  
 COUNTY OF Kendall )

On this 1st day of July, 2019 before me, the undersigned Notary Public, personally appeared **MELISSA L. LONG-SMITH, Senior V. P./Trust Office of FIRST NATIONS BANK, Trustee of FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON TRUST NO. 1094**, 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 Carol J. Beard Residing at 307 Springbrook +11 Oswego IL 60543

Notary Public in and for the State of IL

My commission expires 8/14/2022



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 COUNTY OF Kendall )

On this 1st day of July, 2019 before me, the undersigned Notary Public, personally appeared Sal Alaimo and known to me to be the AVP, 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 oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **FIRST NATIONS BANK**.

By Carol J. Beard Residing at 307 Springbrook Trl S. Oswego IL 60543

Notary Public in and for the State of IL

My commission expires 8/14/2022



# 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. 1094

FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON  
 AS TRUSTEE UNDER TRUST AGREEMENT  
 DATED 8/27/1996 AND KNOWN  
 AS TRUST NUMBER 1094

BY: [Signature]

DATED: 7/1/2019

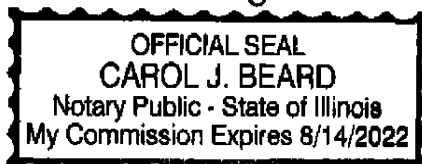
STATE OF ILLINOIS )  
 )  
 COUNTY OF Kendall ) ss.

The Trustee in executing the document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise, the beneficiary of this Trust, has management and control of the premises and as such, has the authority on its/their own behalf as environmental representative but not as agent for or on behalf of the Trustee.

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

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Melissa Long Smith SVP 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 delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 1st day of July, 2019.



[Signature]  
 Notary Public