

# UNOFFICIAL COPY

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

Doc#: 2113228595 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 05/12/2021 03:42 PM Pg: 1 of 4

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FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

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FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
TA #11051784-1  
FIRST NATIONS BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 22, 2021, is made and executed between PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee on behalf of PARKWAY BANK AND TRUST COMPANY AS TRUSTEE U/T/A DATED 10-25-07, AND KNOWN AS LAND TRUST #14438, whose address is 4800 N HARLEM AVE, HARWOOD HEIGHTS, IL 60706 (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 September 5, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED IN COOK COUNTY ON SEPTEMBER 19, 2008 WITH DOCUMENT NUMBERS 0826333015 AND 0826333016.

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

LOT 252 (EXCEPT THE NORTH 470 FEET, AS MEASURED ON THE WEST LINE THEREOF) AND LOT 253 (EXCEPT THAT PART OF LOT 253, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 253; THENCE SOUTHERLY 290.35 FEET ALONG THE EASTERLY LINE OF SAID LOT 253 ON A CURVE TO THE LEFT HAVING A RADIUS OF 1101.59 FEET, THE CHORD OF SAID CURVE BEARS ON AN ASSUMED BEARING OF THE SOUTH 6 DEGREES 11 MINUTES 02 SECONDS WEST, 289.51 FEET TO THE EAST LINE OF LOT 253; THENCE SOUTH 1 DEGREE 22 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LINE OF LOT 253, A DISTANCE OF 91.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE 22 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 253, A DISTANCE OF 7.90 FEET TO THE SOUTHEASTERLY LINE OF LOT 253; THENCE SOUTHWESTERLY 31.42 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 253 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 43 DEGREES 38 MINUTES 10 SECONDS WEST, 28.28 FEET TO THE SOUTH LINE OF LOT 253; THENCE SOUTH 88 DEGREES 38 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 253 A DISTANCE OF 28.18 FEET; THENCE NORTH 83 DEGREES 15 MINUTES 17 SECONDS EAST, A DISTANCE OF 7.57 FEET; THENCE NORTHEASTERLY 50.96 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF

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## MODIFICATION OF MORTGAGE (Continued)

51.42 FEET, THE CHORD OF SAID CURVE BEARS NORTH 54 DEGREES 50 MINUTES 58 SECONDS EAST, 48.90 FEET TO THE POINT OF BEGINNING) IN CENTEX INDUSTRIAL PARK UNIT 139, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1970 AS DOCUMENT 21120137, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2050 LIVELY BOULEVARD, ELK GROVE VILLAGE, IL 60007. The Real Property tax identification number is 08-34-307-011-0000 AND 08-34-307-020-0000.

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

**EXTENDED THE MATURITY BY 5 YEARS UNTIL APRIL 1, 2026. MODIFIED THE INTEREST RATE FROM 4.75% TO 4.00% FIXED. 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 (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 APRIL 22, 2021.**

**GRANTOR:**

**PARKWAY BANK AND TRUST COMPANY AS TRUSTEE U/T/A DATED 10-25-07, AND KNOWN AS LAND TRUST #14438 and not individually**

**PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 10-25-2007 and known as PARKWAY BANK AND TRUST COMPANY AS TRUSTEE U/T/A DATED 10-25-07, AND KNOWN AS LAND TRUST #14438.**

By: \_\_\_\_\_

**Joseph F. Sochacki**  
Vice President  
Trust Officer

*This agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank & Trust Co. is hereby expressly waived by the parties herein and their respective successors and assigns.*

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## MODIFICATION OF MORTGAGE

(Continued)

LENDER:

FIRST NATIONS BANK

X [Signature]  
Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 7th day of May, 2021 before me, the undersigned Notary Public, personally appeared Joseph F. Sochacki of PARKWAY BANK AND TRUST COMPANY, Trustee of PARKWAY BANK AND TRUST COMPANY AS TRUSTEE U/T/A DATED 10-25-07, AND KNOWN AS LAND TRUST #14438, 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]  
Notary Public in and for the State of Illinois

Residing at 4500 N. Harlem Ave  
Harwood Hts IL 60706

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



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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF McHenry )

On this 20th day of April 2024 before me, the undersigned Notary Public, personally appeared JOEL BOLANDA and known to me to be the V.P. 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 Jeri Matson Residing at Algonquin  
 Notary Public in and for the State of Ill

My commission expires 8/13/24



Cook County Clerk's Office