

# UNOFFICIAL COPY

Doc#. 2301733085 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/17/2023 09:40 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

FirstSecure Bank and Trust  
Co.  
1 N Constitution Drive  
Aurora, IL 60506

**WHEN RECORDED MAIL TO:**

FirstSecure Bank and Trust  
Co.  
1 N Constitution Drive  
Aurora, IL 60506

**SEND TAX NOTICES 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:**

Maryellen Howard, Commercial Loan Processor  
First Secure Bank and Trust Co.  
10360 South Roberts Road  
Palos Hills, IL 60465

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated October 14, 2022, is made and executed between DORIS MARIA KRUSE a/k/a DORIS M. KRUSE, as Trustee of THE KRUSE LIVING TRUST DATEED OCTOBER 5, 2000 (referred to below as "Grantor") and First Secure 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 October 15, 2021 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 22, 2021 as Document Number 2132620275 with the Cook County, Illinois Recorder.

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

LOT 9 IN ROSEMARY SUBDIVISION OF PART OF LOT 1 IN KOPECKY'S SUBDIVISION OF PART OF THE JANE MIRANDA RESERVATION AND NORTH FRACTIONAL HALF OF SECTION 31, TOWNSHIP 41 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 18, 1959 AS DOCUMENT 17541233 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6915 Rosemary Lane, Niles, IL 60714. The Real Property tax identification number is 10-31-209-077-0000.

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

Loan amount is hereby increased from \$295,000.00 to \$300,000.00. Interest Rate is hereby amended form a Variable Rate of Prime + 1.000% with a Floor of 4.250% to Prime + 0.750% with no Floor. Extend Maturity Date from October 14, 2022 to October 14, 2023. All other terms and conditions of the original promissory note and any/all renewals, extensions, change in terms agreements or amendments to

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

Loan No: 65000065

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note, remain unchanged and in full force and effect.

**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 OCTOBER 14, 2022.**

GRANTOR:

**SECOND AMENDMENT AND RESTATEMENT DATED NOVEMBER 17, 2011 OF THE KRUSE LIVING TRUST**

By:

*Sandra Schopf, PFA*  
**DORIS MARIA KRUSE, Trustee of SECOND AMENDMENT AND  
 RESTATEMENT DATED NOVEMBER 17, 2011 OF THE KRUSE  
 LIVING TRUST**

LENDER:

FIRST SECURE BANK AND TRUST CO.

x

*Alan S. [Signature]*  
 \_\_\_\_\_  
 Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

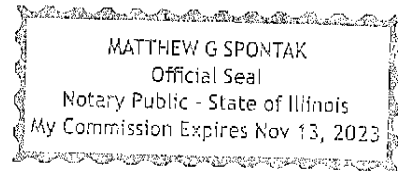
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Lake )

On this 11th day of January, 2023 before me, the undersigned Notary Public, personally appeared **DORIS MARIA KRUSE, Trustee of SECOND AMENDMENT AND RESTATEMENT DATED NOVEMBER 17, 2011 OF THE KRUSE LIVING TRUST**, 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 Matthew G. Spontak Residing at Highland Park, Illinois

Notary Public in and for the State of Illinois

My commission expires 11-13-2023



personally appeared  
 Sandra Schopa, POA  
 For Doris Marie  
 Kruse

County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Lake ) SS  
 )

On this 17<sup>th</sup> day of January, 2023 before me, the undersigned Notary Public, personally appeared Sandra Schopa and known to me to be the Power of Attorney, authorized agent for **First Secure 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 **First Secure Bank and Trust Co.**, duly authorized by **First Secure 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 **First Secure Bank and Trust Co.**

By Matthew G Spontak Residing at Highland Park, Illinois

Notary Public in and for the State of Illinois

My commission expires 11-13-2023



County Clerk's Office