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

Doc#: 2307225056 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/13/2023 10:20 AM Pg: 1 of 5

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 60631-1509

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
DJK 4097389-6177
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 5, 2023, is made and executed between **FIRST NATIONS BANK**, not personally but as Trustee on behalf of **FIRST NATIONS BANK, AS TRUSTEE U/T/A DATED MAY 12, 2016 AND KNOWN AS TRUST #1864**, 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 March 5, 2020 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED IN COOK COUNTY ILLINOIS ON MARCH 16, 2020 RECORDING #2007613021 AND 2007613022.

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

LOTS 3, 4, 5 AND 6 IN BLOCK 9 IN PAULING'S BELMONT AVENUE ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as **4511 W BELMONT AVE, CHICAGO, IL 60641**. The Real Property tax identification number is **13-27-105-005-0000; 13-27-105-006-0000; 13-27-105-007-0000 AND 13-27-105-008-0000**.

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

EXTEND THE MATURITY DATE 1 YEAR TO MARCH 5, 2024 AND INCREASE THE INTEREST RATE FLOOR FROM 5.00% TO 5.50%. 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

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MODIFICATION OF MORTGAGE

(Continued)

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 MARCH 5, 2023.

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

FIRST NATIONS BANK, AS TRUSTEE U/T/A DATED MAY 12, 2016 AND KNOWN AS TRUST #1864

FIRST NATIONS BANK, not personally but as Trustee under that certain trust agreement dated 05-12-2016 and known as FIRST NATIONS BANK, AS TRUSTEE U/T/A DATED MAY 12, 2016 AND KNOWN AS TRUST #1864.

By: [Signature]
ASST TRUST OFFICER of FIRST NATIONS BANK

LENDER:

FIRST NATIONS BANK

x [Signature] AVP
Authorized Signer

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 the Trustee has the authority on their own behalf as environmental representative and agent for or on behalf of the Trustee.

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MODIFICATION OF MORTGAGE

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF Cook

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On this 5th day of March, 2023 before me, the undersigned Notary Public, personally appeared CAROL BEARD, ASST TRUST OFFICER of FIRST NATIONS BANK, Trustee of FIRST NATIONS BANK, AS TRUSTEE OF A DATED MAY 12, 2016 AND KNOWN AS TRUST #1864, 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 Bridget M. Leen

Residing at Niles

Notary Public in and for the State of Illinois

My commission expires Feb. 17, 2025



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois

)

) SS

COUNTY OF COOK

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On this 5th day of March, 2023 before me, the undersigned Notary Public, personally appeared Sal Alaimo and known to me to be the A.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 Bridget M. Leen

Residing at Niles

Notary Public in and for the State of Illinois

My commission expires Feb. 17, 2025



Notary Public of Cook County Clerk's Office

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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. 1864

FIRST NATIONS BANK F/K/A FIRST NATIONAL BANK OF WHEATON
AS TRUSTEE UNDER TRUST AGREEMENT
DATED 5/12/2016 AND KNOWN
AS TRUST NUMBER 1864

BY: Carol Beard, ATO

DATED: 3/5/2023

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT CAROL BEARD 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 5 day of March, 2023.

Bridget M. Leen
Notary Public

