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2002-04-11 09:42:42

Cook County Recorder 27.00

RECORDATION REQUESTED BY:  
STANDARD BANK AND TRUST CO.  
2400 WEST 95TH STREET  
EVERGREEN PARK, IL 60805

WHEN RECORDED MAIL TO:  
STANDARD BANK AND TRUST CO.  
2400 WEST 95TH STREET  
EVERGREEN PARK, IL 60805



0020415048

SEND TAX NOTICES TO:  
STANDARD BANK AND TRUST CO.  
2400 WEST 95TH STREET  
EVERGREEN PARK, IL 60805

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Sandra A. Kelly, Loan Operations Officer  
STANDARD BANK AND TRUST CO.  
2400 WEST 95TH STREET  
EVERGREEN PARK, IL 60805

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 29, 2002, is made and executed between Standard Bank and Trust Company as Trustee under Trust Agreement dated February 1, 2000 and known as Trust No. 16503, not personally but as Trustee on behalf of Trust No. 16503, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Grantor") and STANDARD BANK AND TRUST CO., whose address is 2400 WEST 95TH STREET, EVERGREEN PARK, IL 60805 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 20, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage recorded as Document No. 00545844 and Assignment of Interests recorded as Document No. 00545845 on July 20, 2000 in the Cook County Recorder of Deeds Office.

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

Parcel 1: Lot 72 in Block 7 in Sheffield's Addition to Chicago, in Section 29, 30, 31 and 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: Lot 71 (except the North 18 inches and except the South 10 5/8 inches of the North 2 feet and 4 5/8 inches of the East 22 feet thereof) in Block 7 in Sheffield's Addition to Chicago, in Sections 29, 30, 31 and 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 1729-1731 N. Sheffield Avenue, Chicago, IL 60657. The Real Property tax identification number is 14-32-423-002 and 14-32-423-003

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

The principal balance of the Note referred to in and secured by the Construction Mortgage is being decreased to \$637,318.00. The interest rate is being modified by adding a floor of 5%. The maturity date of the Construction Mortgage is extended to August 5, 2002.

BOX 333-CT1

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## MODIFICATION OF MORTGAGE

(Continued)

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**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.

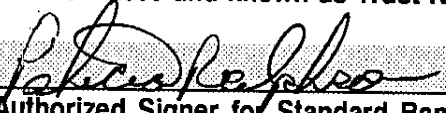
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 29, 2002.**

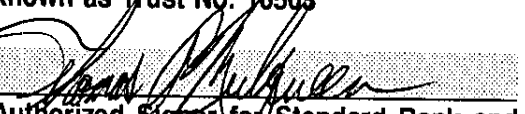
GRANTOR:

20415048

TRUST NO. 16503

STANDARD BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 2000 AND KNOWN AS TRUST NO. 16503, not personally but as Trustee under that certain trust agreement dated 02-01-2000 and known as Trust No. 16503.

By:  Patricia Ralphson, F. O.  
Authorized Signer for Standard Bank and Trust Company as Trustee under Trust Agreement dated February 1, 2000 and known as Trust No. 16503

By:  Thomas P. Mulqueen, T. O.  
Authorized Signer for Standard Bank and Trust Company as Trustee under Trust Agreement dated February 1, 2000 and known as Trust No. 16503

LENDER:

x   
Authorized Signer

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

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## MODIFICATION OF MORTGAGE

(Continued)

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### LENDER ACKNOWLEDGMENT

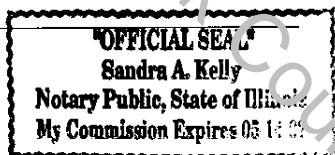
STATE OF Illinois )  
 ) SS  
COUNTY OF Will )

On this 29th day of January, 2002 before me, the undersigned Notary Public, personally appeared John C. Flemming and known to me to be the Senior Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Sandra A. Kelly Residing at Monee, Illinois

Notary Public in and for the State of Illinois

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



County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 14th day of February, 2002 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, T. O. and Thomas P. Mulqueen, T. O. of Standard Bank and Trust Company, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the 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/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By Marlene Hebert Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

"OFFICIAL SEAL"  
Marlene Hebert  
Notary Public, State of Illinois  
My Commission Expires 12-14-03

Notary Public of Cook County Clerk's Office

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