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2002-11-26 12:41:45
Cook County Recorder 32.00

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

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:

Miranda Fitzpatrick, Loan Closer
Standard Bank and Trust Company
2400 West 95th Street
Evergreen Park, IL 60805

80-22-197 L

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 12, 2002, is made and executed between Standard Bank and Trust Company as trustee under Trust Agreement dated November 13, 2000 and known as Trust No. 16761, not personally but as Trustee on behalf of Trust No. 16761, whose address is 7800 W. 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 July 30, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage and Assignment of Rents recorded August 8, 2001 as document Numbers 010725813 and 010725814 in the Office of the Cook County Recorder of Deeds.

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

Lots 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Block 7 in Avalon Addition being a Subdivision of the North 1/2 of Lot 1, North 1/2 of Lot 2, South 1/2 of Lot 1 and Lot 3 (except North 20 acres) in Verhoevens Subdivision of the Northeast 1/4 of Section 9, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 44 E. Sibley Blvd., Dolton, IL 60419. The Real Property tax identification number is 29-09-210-023 through 29-09-210-032

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

Construction Mortgage converted to Permanent Mortgage with an interest rate of 7.25% fixed. Repayment and maturity date are being modified as indicated in Paragraph Headed: Maturity Date Extension and Rate Adjustment.

BOX 333-CT

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MODIFICATION OF MORTGAGE

(Continued)

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Loan No: 144-7657

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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.

MATURITY DATE EXTENSION AND RATE ADJUSTMENT. Unless Lender has declared Borrower in default hereunder; (a) the final payment will be extended until September 1, 2007 and (b) Borrower will make a regular monthly installment payment of \$7,792.36 to Lender on September 1, 2007 and (c) effective September 1, 2007 the interest rate payable on the remaining outstanding principal balance of this Note shall be adjusted to equal Lender's then current announced interest rate for loans the same or similar to the loan evidenced by this Note. Upon adjustment of the interest rate, the then outstanding principal balance of this Note shall be reamortized over 10 years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing October 1, 2007 and on the first day of each subsequent month through and including September 1, 2012 at which time effective September 1, 2012 the interest rate payable on the remaining outstanding principal balance of this Note shall be adjusted to equal Lender's then current announced interest rate for loans the same or similar to the loan evidenced by this Note. Upon adjustment of the interest rate, the then outstanding principal balance of this Note shall be reamortized over 5 years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing October 1, 2012 and on the first day of each subsequent month through and including September 1, 2017 at which time the remaining principal balance and interest shall be due in full.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 12, 2002.

County Clerk's Office

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 144-7657

GRANTOR:

TRUST NO. 16761

STANDARD BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 13, 2000 AND KNOWN AS TRUST NO. 16761, not personally but as Trustee under that certain trust agreement dated 11-13-2000 and known as Trust No. 16761.

By: Patricia Ralphson Patricia Ralphson, T.O.
Authorized Signer for Standard Bank and Trust Company as trustee under Trust Agreement dated November 13, 2000 and known as Trust No. 16761

By: Donna Diviero Donna Diviero, A.T.O.
Authorized Signer for Standard Bank and Trust Company as trustee under Trust Agreement dated November 13, 2000 and known as Trust No. 16761

LENDER:

X AS
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 Trustee, be under any duty or obligation to suggest the rents, issues and profits arising from the property described or any other property which it may hold under the terms of the Trust Agreement.

Property of Court Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 144-7657

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

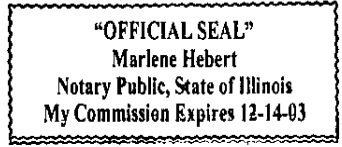
On this 7th day of November, 2002 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, T.O. and Donna Diviero, A.T.O.

, 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 _____



PROPERTY OF COOK COUNTY CLERK'S OFFICE

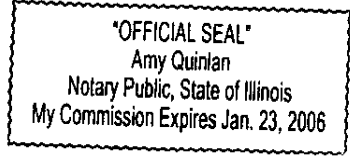
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
COUNTY OF Cook)

On this 11th day of November, 2002 before me, the undersigned Notary Public, personally appeared Anthony Martino and known to me to be the _____, 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 Amy Quinlan Residing at Oak Lawn, IL
Notary Public in and for the State of Illinois

My commission expires 1-23-06



Cook County Clerk's Office

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03/11/13

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