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RECORDATION REQUESTED BY:

\_FIRST\*SUBURBAN NATIONAL
BANK

150 SOUTH FIFTH AVENUE
MAYWOOD, IL 60153

WHEN RECORDED MAIL TO: FIRST SUBURBAN NATIONAL BANK 150 SOUTH FIFTH AVENUE MAYWOOD, IL 60153 0030263837

5419/0024 54 001 Page 1 of 4 2003-02-25 10:10:01

Cook County Recorder

30.50



SEND TAX NOTICES TO:
FIRST SUBURBAN NATIONAL
BANK
150 SOUTH FIFTH AVENUE
MAYWOOD, IL 60153

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

KIM FIALKOWSKI, ADMINISTRATIVE ASSISTANT FIRST SUBURBAN NATIONAL BANK 150 SOUTH FIFTH AVENUE MAYY/OOD, IL 60153

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 2, 2003, is made and executed between Standard Bank and Trust Company as Trustee under Trust Agreement dated March 15, 1990 and known as Trust No. 12538 (referred to below as "Grantor") and FIRST SUBURBAN NATIONAL BANK, whose address is 150 SOUTH FIFTH AVENUE, MAYWOOD, IL 60153 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 1, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 9, 2000 as Document Number 00330077 in the Office of the Cool County Recorder.

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

Lots 1, 2 and 3 in Block 24 in third addition to Hinkamp and Company's Western Avenue Subdivision, in Section 36, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 2835 W. 79th Street, Chicago, IL 60652. The Real Property tax identification number is 19-36-106-039-0000

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

Extend Maturity Date of Mortgage from May 1, 2005 to January 2, 2020.

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,

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## MODIFICATION OF MORTGAGE (Continued)

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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 Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all ingal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Medification.

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 2, 2003.

**GRANTOR:** 

Loan No: 94138755

STANDARD BANK AND TRUST COMPANY AS TRUSTED UNDER TRUST AGREEMENT DATED MARCH 14, 1990 AND KNOWN AS TRUST NO.

12538, and not personally.

By: Value Ralphson, T.O.

Authorized Signer for Standard Bank and Trust Company as Trustee under Trust Agreement dated March 14, 1990 and

known as Trust No. 12538

y: Donna Diviero, A.T.O.

Authorized Signer for Standard Bank and Trust Company as Trustee under Trust-Agreement dated March 14, 1990 and

known as Trust No. 12538

LENDER:

**Authorized Signer** 

This Instrument is signed, sealed and delivered by STANDARD BANK AND INUST COMPANY, sofely in its capacity as Trustee as aforesaid. Any and all duties, obligs tions 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 duty 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 cellvery 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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oan No: 94138755.

MODIFICATION OF MORTGAGE 30263837 (Continued)

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TRUST ACKNOWLEDGMENT STATE OF \_\_Illinois ) ) SS Cook COUNTY OF ) 2003 January On this day of before me, the undersigned Notary Patricia Ralphson & Donna Diviero Public, personally appeared , and known to me to be (ar); 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. Residing at 7800 W. 95th St., Hickory Hills Money By I11ipjisNotary Public/in and for the State of \_\_ "OFFICIAL SEAL" Virginia Lukomski OUNTY COPY SOME My commission expires Notary Public, State of Illinois

UNOFFICIAL COPY MODIFICATION OF MORTGAGE 30263837 (Continued)

Loan No: 94138755

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	LENDER ACKNO	WLEDGMENT	Г
acknowledged said instrument to the Lender through its board of d	agent for the Lender that be the free and voluntary irectors or otherwise, for the document of the control of t	executed the wact and deed of e uses and purportument and that the residing at	pefore me, the undersigned Notary d known to me to be the
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