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RECORDATION REQUESTED BY:  
STANDARD BANK AND  
TRUST CO.  
7725 West 98TH STREET  
HICKORY HILLS, IL 60457



WHEN RECORDED MAIL TO:  
STANDARD BANK AND  
TRUST CO.  
7725 West 98TH STREET  
HICKORY HILLS, IL 60457

Doc#: 0409046212  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 03/30/2004 02:58 PM Pg: 1 of 4

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STANDARD BANK AND  
TRUST CO.  
7725 West 98TH STREET  
HICKORY HILLS, IL 60457

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Miranda Fitzpatrick, Commercial Loan Closer  
STANDARD BANK AND TRUST CO.  
7725 West 98TH STREET  
HICKORY HILLS, IL 60457

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 2003, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 16109 dated November 11, 1998, 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 7725 West 98TH STREET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 27, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded December 9, 1998 as Document Numbers 98118511 and 98118512 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:

UNIT 3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CRESTWOOD INDUSTRIAL CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 86609502, IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4624 W. 138th Street, Crestwood, IL 60445. The Real Property tax identification number is 28-03-100-107-1003

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

The interest rate on the principal balance of the Note remaining unpaid from time to time is reduced to 6.75%, per annum effective December 1, 2003. Repayment and maturity date have been modified as follows: Borrower will pay this loan in 24 regular payments of \$1,166.41 each due December 1, 2005, all as more fully set out in a Change in Terms Agreement of the same date herewith incorporated by this

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 144-6393

reference.

**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 DECEMBER 1, 2003.**

GRANTOR:

TRUST NO. 16109

**STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 11-11-1998 and known as Trust No. 16109.**

By: Patricia Ralphson, Patricia Ralphson, A.V.P.  
Authorized Signer for Standard Bank and Trust Company

By: Donna Diviero, Donna Diviero, A.T.O.  
Authorized Signer for Standard Bank and Trust Company

LENDER:

X Paul Bell  
Authorized Signer

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as provided. Accepted duties, obligations and liabilities of the Trustee are not to be affected by this MODIFICATION OF MORTGAGE. THE SIGNATURE OF THE GRANTOR OR GRANTORS, AND THE SIGNATURE OF THE LENDER, SHALL BE VALID AND EFFECTIVE FOR ALL PURPOSES AND SHALL NOT BE SUBJECT TO ANY DEFENSE OR OBJECTION, INCLUDING BUT NOT LIMITED TO, THE DEFENSE OR OBJECTION OF THE GRANTOR OR GRANTORS, OR THE LENDER, OR ANY OTHER PARTY, OR ANY OTHER PROPERTY WHICH MAY NOT BE SUBJECT TO THE MORTGAGE OR ANY OTHER AGREEMENT.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 144-6393

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
 )



On this 1st day of December, 2003 before me, the undersigned Notary Public, personally appeared Dave Bell and known to me to be the Vice Pres., 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 Betty L. McKeown Residing at Evergreen Park, IL 60805  
 Notary Public in and for the State of IL  
 My commission expires 5/8/04

Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 144-6393

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook ) SS

On this 18th day of March, 2004 before me, the undersigned Notary Public, personally appeared Patricia Ralphson & Donna Diviero

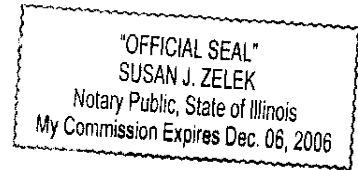
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Susan J. Zelek

Residing at 7800 W. 95th St., Hickory Hill

Notary Public in and for the State of Illinois

My commission expires 12/06/06



Cook County Clerk's Office