

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
STANDARD BANK AND  
TRUST CO.  
7800 W. 95TH STREET  
HICKORY HILLS, IL 60457



0425126187

WHEN RECORDED MAIL TO:  
STANDARD BANK AND  
TRUST CO.  
7800 W. 95TH STREET  
HICKORY HILLS, IL 60457

Doc#: 0425126187  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/07/2004 01:06 PM Pg: 1 of 4

SEND TAX NOTICES TO:  
STANDARD BANK AND  
TRUST CO.  
7800 W. 95TH STREET  
HICKORY HILLS, IL 60457

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by

**BOX 162**

Miranda Fitzpatrick, Loan Closer  
STANDARD BANK AND TRUST CO.  
7800 W. 95TH STREET  
HICKORY HILLS, IL 60457

## MODIFICATION OF MORTGAGE

O'Connor Title  
Services, Inc.

# 4251-0081

THIS MODIFICATION OF MORTGAGE dated August 27, 2004, is made and executed between ~~Standard Bank~~ and Trust Company successor by merger with BankChicago f/k/a East Side Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 1716 dated January 3, 1996, 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 7800 W. 95TH STREET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 15, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded December 29, 2003 as Document Numbers 0336347168 and 0336347169 in Cook County Recorders office.

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

PARCEL I: LOTS 1, 2 AND 3 IN ASSESSOR'S SUBDIVISION OF LOTS 17 TO 20 IN BROWN'S SUBDIVISION OF BLOCK 44 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II: THE SOUTH 15 FEET OF LOT 19 AND ALL OF LOTS 20, 21 AND 22 IN BROWN'S SUBDIVISION OF BLOCK 44 IN CARPENTER'S ADDITION TO CHICAGO IN SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO KNOWN AS LOTS 4 AND 5 IN ASSESSOR'S DIVISION OF LOTS 17 TO 20 IN SUBDIVISION OF BLOCK 44 AND LOTS 21 AND 22 IN SUBDIVISION OF BLOCKS 44 AND 45 ALL IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Loan No: 0025594-0101

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The Real Property or its address is commonly known as 112 and 120 N. May Street, Chicago, IL 60617. The Real Property tax identification number is 17-08-435-011-0000 and 17-08-435-012-0000

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

The principal amount of the Note is being increased to \$1,350,000.00 effective August 27, 2004. Repayment and maturity date have been modified as follows: Borrower will pay this loan in 3 monthly payments each of all accrued unpaid interest due as of the payment date and one irregular last payment estimated at \$1,353,196.88 due November 5, 2004 all as more fully set out in a Change in Terms Agreement of the same date herewith incorporated by this 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 AUGUST 27, 2004.**

**GRANTOR:**

**TRUST NO. 1716**

**STANDARD BANK AND TRUST COMPANY BY MERGER WITH BANKCHICAGO F/K/A EAST SIDE BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 01-03-1996 and known as Trust No. 1716.**

By:  Patricia Ralphson, AVP  
Authorized Signer for Standard Bank and Trust Company by  
merger with BankChicago f/k/a East Side Bank and Trust  
Company

By:  Donna Diviero, ATO  
Authorized Signer for Standard Bank and Trust Company by  
merger with BankChicago f/k/a East Side Bank and Trust  
Company

Witness to 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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(Continued)**

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**LENDER:****STANDARD BANK AND TRUST CO.**

x *[Signature]*  
 Authorized Signer

**TRUST ACKNOWLEDGMENT**

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

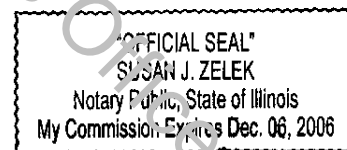
On this 1st day of September, 2004 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, A/P and Donna Diviero, ATO

, 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 *[Signature]* Residing at \_\_\_\_\_

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

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



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**LENDER ACKNOWLEDGMENT**

STATE OF

Illinois

)

COUNTY OF

Cook

) SS

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On this 1<sup>ST</sup> day of September, 2004, before me, the undersigned Notary Public, personally appeared GERRY MAHER and known to me to be the 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

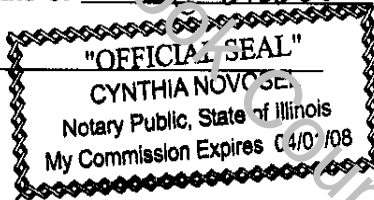
Cynthia Novose

Residing at \_\_\_\_\_

Notary Public in and for the State of

Illinois

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



County Clerk's Office