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



Doc#: 0426716207
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 09/23/2004 12:19 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Standard Bank & Trust Co.
1111 West Route 6
Morris, IL 60450

SEND TAX NOTICES TO:

Standard Bank Trust #16907
11947 S. Harlem Ave.
Palos Heights, IL 60463

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 27, 2004, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 16907 dated May 2, 2001, 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 April 3, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded June 3, 2002 as Document Numbers 0020616476 and 0020616475 in the Cook County Recorder of Deeds Office as amended from time to time.

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

THE WEST 570.00 FEET OF THE SOUTH 205.00 FEET OF THE NORTH 238.00 FEET OF THE FOLLOWING DESCRIBED PARCEL TAKEN AS A TRACT: THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE NORTH 22 ACRES THEREOF AND EXCEPT THAT PART, IF ANY, FALLING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES THEREOF AND NORTH OF THE SOUTH LINE OF THE NORTH 793.68 FEET THEREOF AND ALSO EXCEPT THE SOUTH 40-3/4 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION, AND EXCEPT THE WEST 70.00 FEET THEREOF TAKEN FOR HARLEM AVENUE, ALL IN COOK COUNTY ILLINOIS

The Real Property or its address is commonly known as 15255 S. Harlem Avenue, Suite 200, Orland Park, IL 60463-1138. The Real Property tax identification number is 28-18-100-018-0000

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 0503630-9001

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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 modified to a per annum rate equal to the Prime Rate of Lender as it changes from time-to-time, with a floor of 4.25%, and a ceiling of 7.50%, effective August 27, 2004. Repayment and maturity date have been modified as follows: Borrower will pay this loan in 10 regular payments of all accrued unpaid interest due each and one irregular last payment estimated at \$1,131,191.31 due July 5, 2005 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. 16907**

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 05-02-2001 and known as Trust No. 16907.

By:  Patricia Ralphson, AVP
Authorized Signer for Standard Bank and Trust Company

By:  Donna Diviero, ATO
Authorized Signer for Standard Bank and Trust Company

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 sequester or rents, issues and profits arising from the property described or any other property or assets held under the terms of the Trust Agreement.

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

STANDARD BANK AND TRUST CO.

x Michael P. Gray
Authorized Signer

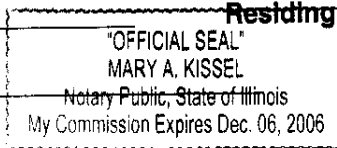
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 14th day of September, 2004 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP 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 Mary A. Kissel Residing at _____
Notary Public in and for the State of _____
My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 0503630-9001

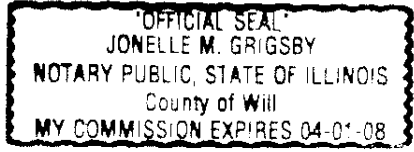
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Grundy) SS
)

On this 17th day of Sept, 2001 before me, the undersigned Notary Public, personally appeared Michael P. Carey 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 Jonelle M. Grigsby Residing at Bardonia, IL
 Notary Public in and for the State of Ill
 My commission expires 4-1-08



County Clerk's Office