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RECORDATION REQUESTED BY:

Standard Bank and Trust
Company
7800 West 95th Street
Hickory Hills, IL 60457



Doc#: 0823808374 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/25/2008 02:30 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Standard Bank and Trust
Company
7800 West 95th Street
Hickory Hills, IL 60457

SEND TAX NOTICES TO:

Standard Bank and Trust
Company
7800 West 95th Street
Hickory Hills, IL 60457

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Lisa Ryan, Commercial Loan Closer
Standard Bank and Trust Company
7800 West 95th Street
Hickory Hills, IL 60457

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 28, 2008, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 20051 dated August 20, 2007, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Grantor") and Standard Bank and Trust Company, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 19, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded October 3, 2007 as Document numbers 0727639128 and 0727639129 in the Office of the Recorder of Cook County, Illinois.

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

LOTS 9, 10, AND 12 IN BLOCK 10 IN GROSS' NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWESTERLY 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3208-10 North Lincoln Avenue, Chicago, IL 60657. The Real Property tax identification number is 14-19-435-033-0000, 14-19-435-035-0000, and 14-19-435-036-0000.

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 6.00%, per annum effective July 28, 2008. The principal balance of the Note on July 28, 2008 is increased \$2,628.95 as and for payment of a loan processing fee and loan origination fee. Repayment and maturity date have been modified as follows: Borrower will pay this loan in 51 regular payments of \$4,942.75 each and one irregular last payment estimated at \$690,064.17 due October 1, 2012, all as more

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fully set out in a Change in Terms Agreement of the same date herewith incorporated by this reference and as set forth in the paragraph headed: **Maturity Date Extension and Rate Adjustment.**

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. Notwithstanding the final payment date set forth in the Payment section of the Note, unless Lender has declared the entire unpaid principal balance under the Note and all unpaid interest immediately due as a result of an Event of Default prior to such final date: (a) the final payment will be extended until October 1, 2032 and (b) Borrower will make a regular monthly installment payment of \$4,942.75 to Lender on October 1, 2012 and (c) effective October 1, 2012 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal a then current commercial loan interest rate selected by Lender from those commercial loan interest rates then available from Lender for loans similar to the Loan evidenced by the Note. Upon adjustment of the interest rate, the then outstanding principal balance of the Note shall be reamortized over 20 years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing November 1, 2012 and on the first day of each subsequent month through and including October 1, 2017 at which time effective October 1, 2017 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal a then current commercial loan interest rate selected by Lender from those commercial loan interest rates then available from Lender for loans similar to the Loan evidenced by the Note. Upon adjustment of the interest rate, the then outstanding principal balance of the Note shall be reamortized over 15 years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing November 1, 2017 and on the first day of each subsequent month through and including October 1, 2022 at which time effective October 1, 2022 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal a then current commercial loan interest rate selected by Lender from those commercial loan interest rates then available from Lender for loans similar to the Loan evidenced by the Note. Upon adjustment of the interest rate, the then outstanding principal balance of the Note shall be reamortized over 10 years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing November 1, 2022 and on the first day of each subsequent month through and including October 1, 2027 at which time effective October 1, 2027 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal a then current commercial loan interest rate selected by Lender from those commercial loan interest rates then available from Lender for loans similar to the Loan evidenced by the Note. Upon adjustment of the interest rate, the then outstanding principal balance of the Note shall be reamortized over 5 years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing November 1, 2027 and on the first day of each subsequent month through and including October 1, 2032 at which time the remaining principal balance and interest shall be due in full.

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MODIFICATION OF MORTGAGE

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 28, 2008.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 08-20-2007 and known as Trust No. 20051.

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

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

LENDER:

STANDARD BANK AND TRUST COMPANY

X D. O. [Signature]
Authorized Signer

The instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 08-20-2007 and known as Trust No. 20051, and all the terms, conditions and provisions of said STANDARD BANK AND TRUST COMPANY are hereby acknowledged, accepted and agreed to by said GRANTOR, who hereby acknowledges, accepts and agrees to the same, collected and received by said STANDARD BANK AND TRUST COMPANY, and the said STANDARD BANK AND TRUST COMPANY shall be deemed to have accepted and agreed to the same by virtue of the execution and delivery of this instrument by said STANDARD BANK AND TRUST COMPANY, other individuals or its Trustee and under any duty or obligation to sequester the rents, issues, and profits and all the property described in any other property which it may hold under the terms and conditions of said Trust Agreement.

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MODIFICATION OF MORTGAGE (Continued)

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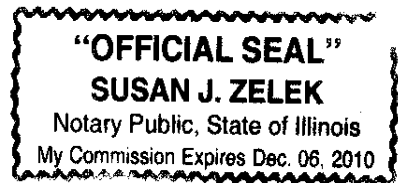
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 5th day of August, 2008 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP, Donna Diviero, ATO of Standard Bank and Trust Company, Trustee of Trust No. 20051 and Standard Bank and Trust Company, Trustee of Trust No. 20051, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Susan J. Zelek* Residing at _____
 Notary Public in and for the State of _____

My commission expires _____



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LENDER ACKNOWLEDGMENT

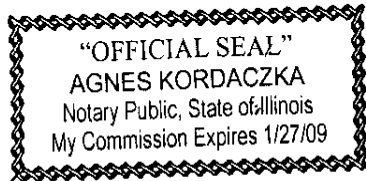
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 28th day of July, 2008 before me, the undersigned Notary Public, personally appeared Dan Spain and known to me to be the Vice President, authorized agent for **Standard Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Standard Bank and Trust Company**, duly authorized by **Standard Bank and Trust Company** 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 in fact executed this said instrument on behalf of **Standard Bank and Trust Company**.

By Agnes Kordaczka Residing at Homer Glen, Illinois

Notary Public in and for the State of Illinois

My commission expires 1-27-09



Cook County Clerk's Office