

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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



Doc#: 0831733132 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/12/2008 02:00 PM Pg: 1 of 4

**SEND TAX NOTICES TO:**

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

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

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

8316-0068  
BKA 102

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated July 1, 2008, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 15189 dated March 26, 1996, whose address is 7800 W. 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 August 5, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded November 13, 2002 as Document Numbers 0021249618 and 0021249619; Modification of Mortgage recorded November 14, 2003 as Document Number 0331845061 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:

THE WEST 87 FEET OF LOT 12 IN BLOCK 1 OF SANDERS' ADDITION TO BLUE ISLAND, IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 13031-35 Western Avenue, Blue Island, IL 60406. The Real Property tax identification number is 25-31-121-001-0000.

**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 increased to 6.50%, per annum effective July 1, 2008. Repayment and maturity date have been modified as follows: Borrower will pay this loan in 59 regular payments of \$1,841.52 each and one irregular last payment estimated at \$153,540.25 due July 1, 2013 all as more fully set out in a Change in Terms Agreement of

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## MODIFICATION OF MORTGAGE

Loan No: 144-8581

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the same date herewith incorporated by this reference and as set forth in the paragraph headed: **Maturity Date Extension and Rate Adjustment.**

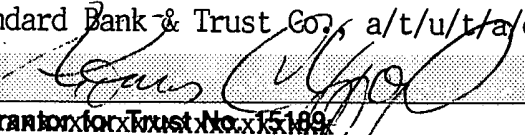
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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.

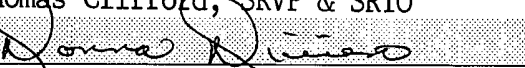
**MATURITY DATE EXTENSION AND RATE ADJUSTMENT.** Unless Lender has declared Borrower in default hereunder: (a) the final payment will be extended until September 1, 2022 and (b) Borrower will make a regular monthly installment payment of \$1,841.52 to Lender on September 1, 2013 and (c) effective September 1, 2013 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal Lender's then current announced interest rate for loans the same or 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 110 months using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing October 1, 2013 and on the first day of each subsequent month through and including September 1, 2018 at which time effective September 1, 2018 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal Lender's then current announced interest rate for loans the same or 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 50 months using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing October 1, 2018 and on the first day of each subsequent month through and including September 1, 2022 at which time the remaining principal balance and interest shall be due in full.

**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 1, 2008.**

**GRANTOR:**

Standard Bank & Trust Co., a/t/u/t/a/dated 3/26/96, a/k/a/t#15189 and not personally

X   
~~Grantor for Trust No. 15189~~  
Thomas Clifford, SRVP & SRTO

X   
~~Grantor for Trust No. 15189~~  
Donna Diviero, A.T.O.

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 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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## MODIFICATION OF MORTGAGE

Loan No: 144-8581

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LENDER:

STANDARD BANK AND TRUST COMPANY

X *B. Becker*  
Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Cook )

On this 31st day of October, 2008 before me, the undersigned Notary Public, personally appeared Thomas Clifford, SRVP & SRTD AND Donna Diviero, A.T.O.

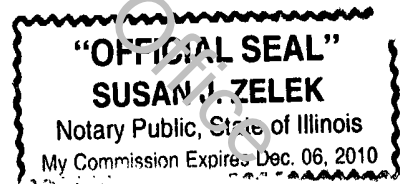
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and 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 Hills

Notary Public in and for the State of Illinois

My commission expires 12/06/10



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## MODIFICATION OF MORTGAGE

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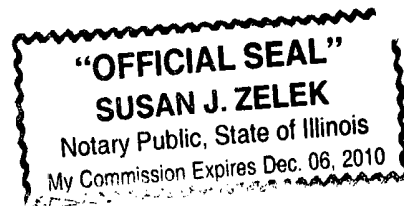
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 31st day of October, 2008 before me, the undersigned Notary Public, personally appeared Brian McKeown and known to me to be the Loan Officer, 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 his said instrument on behalf of **Standard Bank and Trust Company**.

By *Susan J. Zelek* Residing at 7800 W. 95th St., Hickory Hills  
 Notary Public in and for the State of Illinois

My commission expires 12/06/10



Property of Cook County Clerk's Office