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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

SEND TAX NOTICES TO:

Standard Bank and Trust Company

7800 West 95th Street

Hickory Hills, IL 60457

FOR RECORDER'S USE ONLY

Doc#: 0902133070 Fee: \$44.00

Date: 01/21/2009 02:02 PM Pg: 1 of 5

Cook County Recorder of Deeds

Eugene "Gene" Moore RHSP Fee:\$10.00

This Modification of Mortgage prepared by:

Mary B. Towey, Loan Documentation Specialist STANDARD BANK AND TRUST COMPANY 7800 West 95th Street Hickory Hills, IL 60457

9021-0050

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 5, 2008, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 19885, dated April 11, 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 April 18, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Construction Mortgage and Assignment of Rents recorded May 4, 2007, as Document Nos. 0712435009 and 0712435010, Modified by Instrument recorded September 30, 2008, as Document No. 0827442090, 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:

Parcel 1: The North 625.86 feet of the West 282 feet of the North 38 acres of the West 1/2 of the Northeast 1/4 of Section 10, and the East 66 feet of the Northeast 1/4 of the Northwest 1/4 of Section 10, subject to easement over the West 33 feet thereof all in Township 36 North, Range 12 East of the Third Principal Meridian, (excepting therefrom the following described property condemned in Case 97151186; A part of the Northeast 1/4 and the Northwest 1/4 of Section 10, Township 36 North, Range 12 East of the Third Principal Meridian described as follows: Beginning at the Northeast corner of Lot 25 in Ideal Acres. Being a Subdivision of said Northwest 1/4 according to the plat thereof recorded January 16, 1957 as Document 16803741 in Cook County, Illinois; Thence North 01 Degrees 43 Minutes 27 Seconds West (bearings assumed for description purposes only) along the Northerly Extension of the East line of said Lot 25, a distance of 50.00 feet to a point on the North line of said Northwest 1/4; Thence North 88 Degrees 12 Minutes 11 Seconds East along said North line of said Northeast 1/4, 345.83 feet; Thence South 01 Degrees 53 Minutes 30 Seconds East along the Northerly

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MODIFICATION OF MORTGAGE (Continued)

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Extension of the West line of Lot 3 in Georgia Woods Subdivision, being a Subdivision of part of said Northeast 1/4 according to the Plat thereof recorded May 25, 1989 as Document 89236859, in Cook County, Illinois, 60.00 feet to a point on a line 60.00 feet Southerly of and parallel with the North line of said Northeast 1/4, Thence South 88 Degrees 12 Minutes 11 Seconds West along said Southerly of and parallel with the North line of said Northeast 1/4, Thence South 88 Degrees 12 Minutes 11 Seconds West along said Parallel Line, 346.0 feet to a point on the East line of said Lot 25; Thence North 01 Degree 43 Mintues 27 Seconds West along said East line, 10.00 feet to the point of beginning.

Parcel 2: Lot 25 in Ideal Acres, a Subdivision of the West 20 acres of the East 22 acres of the North East 1/4 of the North West 1/4 of Section 10, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, except that part of Lot 25 conveyed by deed recorded as Document 97867557 to the People of the State of Illinois Department of Transportation and described as follows: Beginning at the Northwest corner of said Lot 25; Theree North 88 Degrees 12 Minutes 11 Seconds East (bearings assumed for description purposes only) along the North line of said Lot 25, a distance of 163.73 feet to the Northeast corner thereof; Thence South 01 Degrees 43 Minutes 27 Seconds East along the East line of said Lot 25, 10.00 feet; Thence South 88 Degrees 12 Minutes 27 Seconds East along the East line of said Lot 25, 10.00 feet; Thence South 88 Degrees 12 Minutes 11 Seconds, West along a line 10.00 feet Southerly of and parallel with the North line of said Lot 25, 163.77 feet to a point on the West line thereof; Thence North 01 Degrees 29 Minutes 23 Seconds West along said West line, 10.00 feet to the point of beginning in Cook County, Illinois.

The Real Property or its address is commonly known as 9201 West 143rd Street, Orland Park, IL 60462. The Real Property tax identification number is 27-10-20/9-008-0000; 27-10-200-009-0000; 27-10-200-010-0000, and 27-10-104-002-0000.

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

Loan No: 4200670001

The principal balance of the Note is decreased to \$1,419,496.00. Repayment and maturity date are modified as follows: Borrower will pay this loan to 2 regular monthly payments of interest only beginning December 5, 2008, except that all unpaid principal and accrued interest is due in full on February 5, 2009, 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 expreement 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.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4200670001

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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 NOVEMBER 5, 2008.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trus agreement dated 04-11-2007 and known as Trust No. 19885.

Patricia Ralphson, AVP

Authorized Signer for Standard Bank and Trust Company

By:

Donna Diviero, ATO

Authorized Signer for Standard Bank and Trust Company

LENDER:

STANDARD BANK AND TRUST COMPANY

Authorized Signer

This instrument is signed, soaled and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesald. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STARDARD 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 TANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have my personal or individual liability or obligation of any nature whatsoever by virtue or one excusion and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either Individually or as Trustees, be under any duty or obligation to sequester the rerite is uses, and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement. de Control

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4200670001	(Continued)	Page 4
	TRUST ACKNOWLEDGMENT	
STATE OFIllinois)	
COUNTY OFCook) SS)	
known to me to be authorized rust acknowledged the Modification to be rust documents or, by authority of st hey are authorized to execute this Modification for the State My commission expires	rustee of Trust No. 19885 and of Standard Bank and Trust Company, Trustees or agents of the trust that executed the Modification and voluntary act and deed of the trust, by tatule, for the uses and purposes therein mentioned additional and in fact executed the Modification on being the modification on being the modification of the trust of the trust that executed the Modification on being the modification of the trust that executed the Modification on being the modification of the trust that executed the Modification on being the modification of the trust that executed the Modification on being the modification of the trust that executed the Modification on being the modification of the trust that executed the Modification on being the modification of the trust that executed the Modification on being the modification of the trust that executed the Modification on being the modification of the trust that executed the Modification on being the modification of the trust that executed the Modification on being the modification of the trust that executed the Modification on being the modification of the trust that executed the Modification of the trust that executed the Modification on being the modification of the trust that executed the	of Stand stee of Trust No. 19885 , a fication of Mortgage and authority set forth in the l, and on oath stated that shalf of the trust. SEAL SEAL LUKOMSKI tate of Illinois
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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4200670001

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LENDER ACKNOWLEDGMENT		
STATE OF Illinois	,	
) SS	
COUNTY OF COOK)	
<u> </u>	_ /	
On this 6 day of To a un co.	2009 hofers me the undersigned Notery	
Public, personally appeared Anthony Martino		
, authorized agant for Standard Bank and	Trust Company that executed the within and foregoing	
	free-and voluntary act-and-deed-of-Standard-Bank and and Trust Company through its board of directors o	
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 executer. "his said instrum		
By Aro II	Residing at Chicago, IL	
Notary Public in and for the State of <u>Illinis</u>	······································	
	"OFFICIAL SEAL"	
My commission expires $04/25/2012$	Alvaro Hernandez Notary Public, State of Illinois	
	My Commission Expires 04/25/12	
LASER PRO Londing Vor. 5.41.00.004. Cont. Hayland F	inomial Caluting Ira 1007 2000 All Dights Decorred	
LASER PRO Lending, Ver. 5.41.00.004 Copr. Harland F		
- IL O.\OFIWIN\OFI\LPL\	G201.FC TR-23484 CR-49	
- IL C./CFIWIN/CFI/LPL/	G201.FC TR-23484 PR-49	
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