

# 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#: 0916233059 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/11/2009 10:47 AM Pg: 1 of 5

**SEND TAX NOTICES TO:**

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

**This Modification of Mortgage prepared by:**

Ann E. Rosso, Loan Documentation Specialist  
STANDARD BANK AND TRUST COMPANY  
7800 West 95th Street  
Hickory Hills, IL 60457

9161-0094  
BOX 162

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated February 5, 2009, 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; Modification of Mortgage recorded April 18, 2007 as Document No. 0810935376; Modification of Mortgage recorded September 30, 2008 as Document No. 0827442090 and Modification of Mortgage recorded January 21, 2009 as Document No. 0902133070, 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

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## MODIFICATION OF MORTGAGE

Loan No: 4200670001

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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 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; Thence 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 27-10-200-004-0000; 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:

**The principal balance of the Note is increased to \$1,485,000.00. Repayment is modified as indicated in a Change in Terms Agreement of the same date herewith incorporated herein 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 endorser 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

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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 FEBRUARY 5, 2009.

GRANTOR:

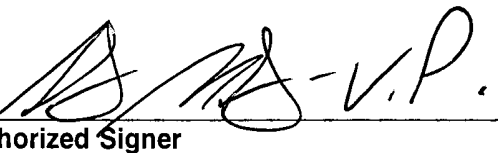
STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 04-11-2007 and known as Trust No. 19885.

By: , Patricia Ralphson, AVP & TO  
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

X   
Authorized Signer

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

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )

) SS

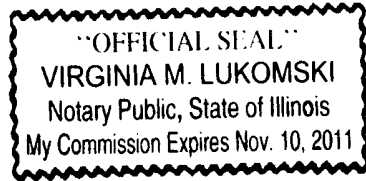
COUNTY OF Cook )

On this 26th day of May, 2009 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP & TO of **Standard Bank and Trust Company, Trustee of Trust No. 19885** and Donna Diviero, ATO of **Standard Bank and Trust Company, Trustee of Trust No. 19885**, 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 Virginia M. Lukomski Residing at 7800 W. 95th St., Hickory Hills, IL.

Notary Public in and for the State of Illinois

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



Approved by Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 4200670001

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### LENDER ACKNOWLEDGMENT

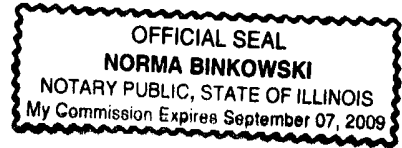
STATE OF Ill. )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 13 day of May, 2009 before me, the undersigned Notary Public, personally appeared Anthony Martins and known to me to be the V.P., 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 Norma Binkowski Residing at 3516 E. 114th St

Notary Public in and for the State of Ill.

My commission expires Sept. 07, 2009



Notary Public of Cook County Clerk's Office