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RECORDATION REQUESTED BY:

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

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

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Hickory Hills, IL 6045?



Doc#: 0918305287 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 07/02/2009 03:44 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

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

9183-0061

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 5, 2008, is made and executed between Innovative Real Estate Acquisitions & Development, LLC, whose address is Fou E. Ogden Avenue, Hinsdale, IL 60521 (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 19, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded August 26, 2005 as Document Nos. 0523844047 and 0523844048, Modified by Instrument recorded November 9, 2007 as Document No. 0731311111, and Modified by Instrument recorded November 6, 2008 as Document No. 0831104008.

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

Lot 2 in the Plat of Resubdivision of Lot 2 in the Burr Ridge Associates Subdivision, being a Resubdivision in the West Half of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian according to the Plat recorded June 18, 2003 as Document No. 0316945046, in Cook County, Illinois.

The Real Property or its address is commonly known as 901-945 McClintoch Drive, Burr Ridge, IL 60521. The Real Property tax identification number is 18-30-303-018-0000.

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

Repayment and maturity date are modified as follows: Borrower will pay this loan in full immediately upon Lender's demand. Borrower shall pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning on January 5, 2009, with all subsequent interest payments to be due on the same day of each month after that, all as more fully set out in a Change in Terms Agreement of the same date herewith incorporated by this reference.

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### MODIFICATION OF MORTGAGE

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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 weiver 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 GRANTOH AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 5, 2008.

**GRANTOR:** 

C	
INNOVATIVE REAL ESTATE ACQUISITIONS & DEVELOPMENT, LLC	
By:	
Russell M. Petrak, M.D., Manager/Member of Innovative Real	
Estate Acquisitions & Development, LLC	
But A wind M High (M)	
Estate Acquisitions & Development, LLC	
By: Alland	
Robert/M. Fliegelmán, D.O., Manager/Member of Innovative Real Estate Acquisitions & Development, LLC  By:  Gregory Schultz, Manager/Member of Innovative Real Estate	2
By: Acquisitions & Development, LVC  By: Patrick J. Folliard, Manager/Member of Innovative Real Estate  Acquisitions & Development, LVC	
Acquisitions & Development, LLC  By: Robert S. Spadoni, Manager/Member of Innovative Real Estate Acquisitions & Development, LLC	

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# UNOFFICIAL COP MODIFICATION OF MORTGAGE (Continued)

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LENDER:
STANDARD BANK AND TRUST COMPANY  X Authorized Signer
LICTED LIABILITY COMPANY ACKNOWLEDGMENT
On this day of Country OF Could W. Petrak, M.D., Manager/Member of Innovative Real Estate Acquisitions & Development, LLC; Bavid W. Hines, M.D., Manager/Member of Innovative Real Estate Acquisitions & Development, LLC; Gregory Schultz, Manager/Member of Innovative Real Estate Acquisitions & Development, LLC; Patrick J. Folliard, Manager/Member of Innovative Real Estate Acquisitions & Development, LLC; and Robert S. Spadoni, Manager/Member of Innovative Real Estate Acquisitions & Development, LLC; and Robert S. Spadoni, Manager/Member of Innovative Real Estate Acquisitions & Development, LLC; and Robert S. Spadoni, Manager/Member of Innovative Real Estate Acquisitions & Development, LLC; and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.  By Manager Member of Innovative Real Estate Acquisitions & Personal Residence of Innovative Real Estate Acquis

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#### MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT			
STATE OF	) ) SS _ )	OFFICIAL SEAL JEAN M. KOPJO NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Nov. 16, 20010	
On this 5th day of Public, personally appeared , authorized agert for Standard Bank and instrument and acknowledged said instrument to be the Trust Company, duly authorized by Standard Bank otherwise, for the uses and purposes therein mentioned, this said instrument and in fact executed this said instrum	and known to m Trust Company the free and voluntary at and Trust Company and on oath stated the	nat executed the within and foregoing act and deed of Standard Bank and any through its board of directors on the or she is authorized to execute dard Bank and Trust Company.	
Notary Public in and for the State of	Hesiding at _	1000 W 100 J	

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