

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

SEND TAX NOTICES TO:

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



Doc#: 0921033109 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/29/2009 01:54 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

9210-0062
BOX 162

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 5, 2009, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 18116, dated February 18, 2004, 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 5, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded May 17, 2004 as Document No. 0413835049 and 041383550, in the Cook County Recorder of Deeds Office.

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

Lots 7, 8, 9 10 and 11 in Block 38 in Andrews and Piper's Second Addition to Berwyn being Blocks 7, 10, 23, 24, 25 and 26 in Lavergne Subdivision of Section 31, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 3401 S. Harlem Avenue, Berwyn, IL 60402. The Real Property tax identification number is 16-31-128-046-0000.

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 changed to 5.875% per annum effective April 5, 2009. Repayment and maturity date have been modified as follows: Borrower will pay this loan in 35 regular fixed principal payments of \$2,216.67 plus accrue interest and one irregular last payment estimated at \$51,159.84 due April 5, 2012 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

(Continued)

Loan No: 6082699001

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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 waiver 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 GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 5, 2009.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 02-18-2004 and known as Trust No. 18116.

By:  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

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

(Continued)

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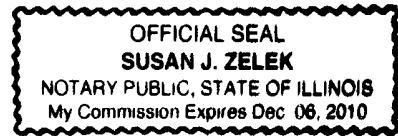
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 2nd day of June, 2009 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, aVP, Donna Diviero, CEO of Standard Bank and Trust Company, Trustee of Trust No. 18116 and, Standard Bank and Trust Company, Trustee of Trust No. 18116, 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 _____



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 6082699001

(Continued)

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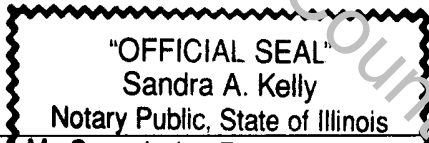
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Will) SS
)

On this 5th day of April, 2009 before me, the undersigned Notary Public, personally appeared Mark Casanova and known to me to be the AVP, 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 Sandra A. Kelly Residing at Monroe, Illinois
 Notary Public in and for the State of Illinois

My commission expires _____



County Clerk's Office