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RECORDATION REQUESTED BY:

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



Doc#: 1009526496 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/05/2010 03:01 PM Pg: 1 of 4

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

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

10095-0049

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2010, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 18940, dated July 12, 2005, 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 July 21, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded August 2, 2005 as Document Numbers: 0521402248 and 0521402249 respectively, 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:

LOTS 23 AND 24 IN BLOCK 36 IN IRONWORKER'S ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 8, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3650-3660 East 106th Street, Chicago, IL 60617. The Real Property tax identification number is 26-08-330-043-0000.

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 reduced to 6.750%, per annum effective March 1, 2010. Repayment and maturity date have been modified as follows: Borrower will pay this loan in 59 regular payments of \$2,451.79 each and one irregular last payment estimated at \$217,507.55 due February 5, 2015, all as more fully set out in a Change in Terms Agreement of the same date herewith incorporated by this reference and as set forth in the paragraph

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MODIFICATION OF MORTGAGE (Continued)

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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 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.

MATURITY DATE EXTENSION AND RATE ADJUSTMENT. Notwithstanding the final payment date set forth in the Payment section of the Note, unless Lender has declared the entire unpaid principal balance under the Note and all unpaid interest immediately due as a result of an Event of Default prior to such final date: (a) the final payment will be extended until February 5, 2025 and (b) Borrower will make a regular monthly installment payment of \$2,451.79 to Lender on February 5, 2015 and (c) effective February 5, 2015 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal a then current commercial loan interest rate selected by Lender from those commercial loan interest rates then available from Lender for loans 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 Ten (10) years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing March 5, 2015 and on the first day of each subsequent month through and including February 5, 2020 at which time effective February 5, 2020 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal a then current commercial loan interest rate selected by Lender from those commercial loan interest rates then available from Lender for loans 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 (Five (5) years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing March 5, 2020 and on the first day of each subsequent month through and including February 5, 2025 at which time the remaining principal balance and interest shall be due in full.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 2010.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-12-2005 and known as Trust No. 18940.

By: 
Authorized Signer for Standard Bank and Trust Company
Patricia Ralphson, AVP & TO

By: 
Authorized Signer for Standard Bank and Trust Company
Donna Diviero, ATO

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as addressed. Any and all demands and liabilities which may at any time be asserted against the hereunder shall be paid, collected or satisfied against the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY at the time as aforesaid, and the said STANDARD BANK AND TRUST COMPANY shall not undertake, nor shall it have any personal or individual liability or obligation whatsoever by virtue of the execution and delivery hereof, for any nature whatsoever to sequester the rents, issues and profits arising from any 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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LENDER:

STANDARD BANK AND TRUST COMPANY

x David Nabe
Authorized Signer

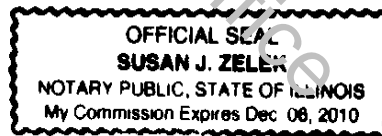
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 29th day of March, 2010 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP & TO of Standard Bank and Trust Company, Trustee of Trust No. 18940 and Donna Diviero, ATO of Standard Bank and Trust Company, Trustee of Trust No. 18940, 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 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 (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
)



On this 1st day of March, 2010 before me, the undersigned Notary Public, personally appeared David Magle 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 this said instrument on behalf of **Standard Bank and Trust Company**.

By Betty L. McKeown Residing at Evergreen Park, IL

Notary Public in and for the State of IL

My commission expires 5/8/12

Cook County Clerk's Office