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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



Doc#: 1013133194 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/11/2010 02:02 PM Pg: 1 of 6

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

(013)-0064

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2010, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 18550 dated October 4, 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 December 6, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded December 8, 2004 as Document Numbers 0434302440 and 0434302441 and Modification of Mortgage recorded February 2, 2010 as Document Number 1003312193 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 9, 10 and 11, Except the Southwesterly 40 feet of Lots 10 and 11, in Block 2 in Portia Manor, being Frederick H. Bartlett's Subdivision in the Southwest 1/4 of Section 34, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 9228 Broadway Avenue, Brookfield, IL 60513. The Real Property tax identification number is 15-34-306-013-0000 and 15-34-306-031-0000.

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

The principal balance of the Promissory Note, secured in part by the Mortgage and Assignment of Rents, has been paid down to \$124,487.16 and the Interest Rate is reduced to 7.00%. Repayment and Maturity Date are modified as follows: Borrower will pay this Loan in 56 regular payments of \$1,136.87 each payment, beginning May 1, 2010 and one irregular last payment, estimated at \$98,620.51 due

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 101540219

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January 1, 2015, as more fully set out in the Maturity Date Extension and Rate Adjustment paragraph below and 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 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.

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 January 1, 2025 and (b) Borrower will make a regular monthly installment payment of \$1,136.87 to Lender on January 1, 2015 and (c) effective January 1, 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 10 years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing February 1, 2015 and on the first day of each subsequent month through and including January 1, 2020 at which time effective January 1, 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 5 years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing February 1, 2020 and on the first day of each subsequent month through and including January 1, 2025 at which time the remaining principal balance and interest shall be due in full.

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 1, 2010.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 10-04-2004 and known as Trust No. 18550.

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

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

LENDER:

STANDARD BANK AND TRUST COMPANY

x *Andrea A. Kelly*
Authorized Signer *AVP*

The grantor is not bound and released by STANDARD BANK AND TRUST COMPANY, acting 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 premises described in 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 _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ of Standard Bank and Trust Company, Trustee of Trust No. 18550, and known to me to be an authorized trustee or agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Public of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

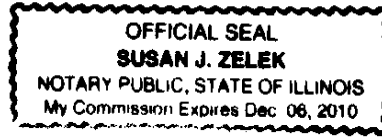
On this 5th day of May 2010 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, aVP & Donna Diviero, ATO of **Standard Bank and Trust Company, Trustee of Trust No. 18550**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of 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 he or she is 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 _____



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

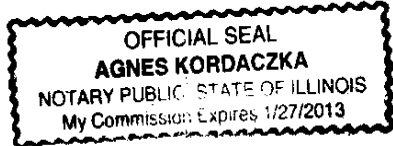
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 5th day of May, 2010 before me, the undersigned Notary Public, personally appeared Sandra A. Kelly and known to me to be the Assistant 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 AKordaczka Residing at Homer Glen, IL

Notary Public in and for the State of Illinois

My commission expires 01-27-2013



Cook County Clerk's Office