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1100618050

RECORDATION REQUESTED BY:

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

Doc#: 1100618050 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/06/2011 02:54 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:

Ann E. Rosso, Loan Documentation Specialist
Standard Bank and Trust Company
7800 West 95th Street
Hickory Hills, IL 60457

STEWART TITLE COMPANY
Commercial Division
2 N. LaSalle St., Suite 1400
Chicago, IL 60602
312-849-4400
567810

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 23, 2010, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 20376 dated July 16, 2008, 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 August 29, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded September 2, 2008, as Document Numbers 0824629053 and 0824629054; Modification of Mortgage recorded February 24, 2010 as Document No. 1005504015; Modification of Mortgage recorded February 24, 2010 as Document No. 1005504016 and Modification of Mortgage recorded November 9, 2010 as Document Number 1031333159 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:

Lots 21, 22, 23 and 24 in Smith and Others Subdivision of Block 72 (Except Lots 1, 2, 3 and 4 in Dillion Subdivision of Lots 9, 10, 13 and 14 in Block 72) in Russel, Mather and Robert's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 29 to 31 inclusive in this Resubdivison of Block 72 in Russel, Mather and Robert's Addition to Chicago in the Southwest 1/4 of the Northwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Pincipal Meridian, in Cook County, Illinois.

Parcel 3:

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MODIFICATION OF MORTGAGE

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Tract 1: Lots 25 and 26 in Henry Smith and Others Subdivision of Block 72 in Russel, Mather and Robert's Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tract 2: Lots 27 and 28 in Henry Smith and Others Subdivision of Block 72 in Russel, Mather and Robert's Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 401 North Milwaukee Avenue, Chicago, IL 60610. The Real Property tax identification number is 17-09-109-004-0000; 17-09-109-005-0000; 17-09-109-006-0000; 17-09-109-007-0000; 17-09-109-008-0000 and 17-09-109-009-0000.

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, is increased to \$1,900,000.00 and the Loan is changed to a Draw Down Line of Credit. Repayment and Maturity Date are modified as follows: Borrower will pay this loan in 7 monthly payments of all accrued unpaid interest due as of each payment date, beginning January 5, 2011 and one irregular last payment on August 5, 2011 of all principal and all accrued unpaid interest due, as more fully set out 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 remain 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 DECEMBER 23, 2010.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-16-2008 and known as Trust No. 20376.

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

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

The instrument is drafted, revised and developed by STANDARD BANK AND TRUST COMPANY, a trust company organized under the laws of the State of Illinois. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY, or any of its successors, agents, assigns, or authorized representatives, and shall not be discharged or otherwise affected by the death, disability, resignation, or removal of any individual named herein. The Trustee hereunder shall not be liable for any loss or damage of any kind or for any action taken by it in the performance of its duties hereunder, and shall not be liable for any loss or damage of any kind or for any action taken by it in the performance of its duties hereunder, and shall not be liable for any loss or damage of any kind or for any action taken by it in the performance of its duties hereunder.

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MODIFICATION OF MORTGAGE

Loan No: 4042849001

(Continued)

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LENDER:

STANDARD BANK AND TRUST COMPANY

X *[Signature]*
Authorized Signer

TRUST ACKNOWLEDGMENT

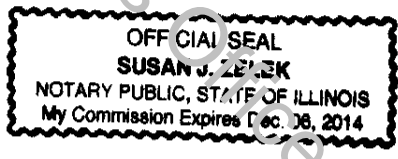
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 28th day of December, 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. 20376 and _____, of Standard Bank and Trust Company, Trustee of Trust No. 20376, 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 herein 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 *[Signature]* Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4042849001

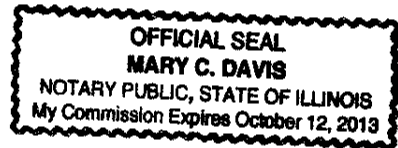
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LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this 23rd day of December, 2010 before me, the undersigned Notary Public, personally appeared Kevin P Boyle and known to me to be the _____, 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 Mary C Davis Residing at Brockfield
 Notary Public in and for the State of IL
 My commission expires 10-12-13



PROPERTY OF Cook County Clerk's Office