## **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:
FIRST UNITED BANK
FRANKFORT BANKING
CENTER
7626 W. LINCOLN HWY.
FRANKFORT, IL 60423

WHEN RECORDED MAIL TO:
FIRST UNITED BANK
FRANKFORT BANKING
CENTER
7626 W. LINCOLN HWY.
FRANKFORT 11 60423

SEND TAX NOTICES TO:

STANDARD BANK AND
TRUST COMPANY AS
TRUSTEE U/T/A DATED M/AY
14, 1985 KNOWN AS TRUST
NUMBER 9635
7800 W 95TH ST
HICKORY HILLS, IL 60457



Doc#: 1110139059 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/11/2011 10:10 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
ELIZABETH HANKINS, VICE PRESIDENT
FIRST UNITED BANK
7626 W. LINCOLN HWY.
FRANKFORT, IL 60423

### MODIFICATION OF MORTCAGE



\*00000030223589887074001122011\*

THIS MODIFICATION OF MORTGAGE dated January 12, 2011, is made and executed proveen STANDARD BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 14, 1985 KNOWN AS TRUST NUMBER 9635, whose address is 7800 W 95TH ST, HICKORY HILLS, IL 60457 (referred to below as "Grantor") and FIRST UNITED BANK, whose address is 7626 W. LINCOLN HWY., FRANKFORT, IL 60423 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 12, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED 08/09/2004 AS DOCUMENT NO. 0422246035 IN COOK COUNTY, ILLINOIS.

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

LOT 1 OF MENO'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING

MIGA

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### MODIFICATION OF MORTGAGE

Loan No: 30223589887

(Continued)

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TO THE PLAT THEREOF RECORDED DECEMBER 30, 2004 AS DOCUMENT 0436539088 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10800 SOUTH ROUTE 83, LEMONT, IL 60439. The Real Property tax identification number is 22-14-401-030-0000.

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

## EXTEND MATURITY DATE TO SUCH TIME AS LENDER RELEASES THE MORTGAGE IN FULL.

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 Nortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification and 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 endergers 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, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ A'LL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 12, 2011.

**GRANTOR:** 

STANDARD BANK AND TRUST COMPANY AS TRUSTEE U/T/A DA TEL MAY 14, 1985 KNOWN AS TRUST NUMBER 9635, and not personally

Authorized Sign

Patricia Ralphson, AVP & TO

Authorized Signer for STANDARD BANK AND TRUST COMPANY AS TRUSTEE U/T/A DATED MAY 14, 1985

**KNOWN AS TRUST NUMBER 9635** 

Rv.

, Donna Diviero, ATO

Authorized Signer for STANDARD BANK AND TRUST COMPANY AS TRUSTEE U/T/A DATED MAY 14, 1985

**KNOWN AS TRUST NUMBER 9635** 

EXCULPATORY CLAUSE ATTACHED HERE TO AND MADE A PART HERE OF

LENDER:

FIRST UNITED BANK

NOTARY ATTACHED

Authorized Signer

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This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 9635 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the promises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income rherefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

#### STATE OF ILLINOIS COUNTY OF COOK

OCH COUNTY I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralpicon BANK & TRUST COMPANY and Donna Diviero of STANDARD of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP & TO and ATO respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said  $\frac{ATO}{}$  did also there and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposed therein set forth.

Given under my hand and Notarial Seal this 8th 20 11

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OFFICIAL SEAL SUSAN J. ZELEK NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Dec. 08, 2014

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#### **MODIFICATION OF MORTGAGE**

(Continued) Loan No: 30223589887 Page 4 LENDER ACKNOWLEDGMENT STATE OF ) ) SS **COUNTY OF** ) day of January before me, the undersigned Notary On this Elizabeth B. Hancom to me to be the Vice Public, personally appeared , authorized agent for FIRST UNITED BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of FIRST UNITED BANK, duly authorized by FIRST UNITED BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on och stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of FIRST UNITED BANK. Besiding at Notary Public in and for the State of My commission expires Lisa R. Lagunas Notary Public, State of Illinois ion Expires May 31, 2014

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