UNOFFICIAL COPY

RECORDATION REQUESTED BY: STANDARD BANK AND TRUST COMPANY **EASTERN REGION** 7725 WEST 98th STREET HICKORY HILLS, IL 60457

WHEN RECORDED MAIL TO: STANDARD BANK AND TRUST COMPANY **EASTERN REGION** 7725 WEST 98th STREET HICKORY HILLS 21 60457

SEND TAX NOTICES TO: STANDARD BANK AND TRUST COMPANY **EASTERN REGION** 7725 WEST 98th STREET HICKORY HILLS, IL 60457



Doc#: 1222133066 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/08/2012 01:10 PM Pg: 1 of 4

This Modification of Mortgage prepared by:

Mary B. Towey, Loan Documentation Specialis. Standard Bank and Trust Company 7725 WEST 98th STREET HICKORY HILLS, IL 60457

BOX 162 12220-84

en en des Syrvices, Inc 132 West Hubbard Street Chicago, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 5, 2012, is made and executed between Harmony on Ewing, LLC, whose address is 10602 S. Ewing Avenue, Chicago, IL 60617 (referred to below as "Grantor") and STANDARD BANK AND TRUST COMPANY, whose address is 7725 WEST 98th STREET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 2005 (t) c "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, Modified by Instrument recorded April 5, 2010 as Document Number: 1009526496, 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 principal amount of the Promissory Note is reduced to 253,528.19. The interest rate on the principal balance of the Note remaining unpaid from time to time is reduced to 5.000%, per annum effective June 5,

ORIGINA



1222133066 Page: 2 of 4

UNOFFICIAL C

MODIFICATION OF MORTGAGE (Continued)

Loan No: 101540368

Page 2

A Trustee's Deed was recorded July 26, 2011 conveying Title to Harmony on Ewing, LLC. Repayment and maturity date have been modified as follows: Borrower will pay this loan in 59 regular payments of \$2,698.07 each and one irregular last payment estimated at \$145,415.27 due June 5, 2017, all as more fully set out in a Change in Terms Agreement of the same date herewith incorporated by this reference.

Grantor expressly assumes the Mortgage and Assignment of Rents dated July 21, 2005 and recorded on August 2, 2005 as Document Numbers 0521402248 and 0521402249 respectively, in the office of the Recorder of Cook County, Illinois, agrees to perform all covenants, conditions, duties and obligations contained therein and agrees to pay the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof as if Grantor was the original Grantor therein. Lender hereby consents to the conveyance of title to the Real Property which is encumbered by the Mortgage and Assignment of Rents to Grantor but the Lender expressly reserves the right to withhold its consent to any future sale or transfer of such Real Troperty, as provided for in the Mortgage.

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 charge I above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a socisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intertion 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 envorser, 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 presentation 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.

QRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE -lart's Office AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 5, 2012.

GRANTOR:

Manager Wember of Harmony on Ewing, Manager/Member of Harmony on Ewing, LLC Manager/Member of Harmony on Ewing. W. Christy, LLC

ORIGI

1222133066 Page: 3 of 4

Page 3

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 101540368

LENDER: STANDARD BANK AND TRUST COMPANY ized Signer LIMITED LIABILITY COMPANY ACKNOWLEDGMENT) SS COUNTY OF JULY On this day of ___ 2012 before me, the undersigned Notary Public, personally appeared Nicholas W. Christy, Manager/Member of Harmony on Ewing, LLC; Dean W. Christy, Manager/Member of Harmony on Ewing, LLC; and George W. Christy, Manager/Member of Harmony on Ewing, LLC, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 conhe limited liability company. Residing at 101025. EWING, CHICAGO, IL Notary Public in and for the State of /LLINOIS My commission expires AUGUST 4, 2015 MISSION OF AV

1222133066 Page: 4 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 4 Loan No: 101540368 LENDER ACKNOWLEDGMENT) SS **COUNTY OF** before me, the undersigned Notary On this and known to me to be the Connectial Loan Public, personally appeared Tel authorized opent 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 Notary Public in and for the State of \\\O\O\O\ OFFICIAL SEAL My commission expires OUISE MARTIN ARY PUBLIC - INDIANA

LASER PRO Lending, Ver. 5.60.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved. - IL C:\CFIWIN\CFI\LPL\G201.FC TR-2956 PR-20