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1236242087

RECORDATION REQUESTED BY:
STANDARD BANK AND
TRUST COMPANY
COMMERCIAL
7725 W. 98TH STREET
HICKORY HILLS, IL 60547

Doc#: 1236242087 **Fee:** \$46.00
Karen A. Yarbrough RHSP **Fee:** \$10.00
Cook County Recorder of Deeds
Date: 12/27/2012 11:31 AM **Pg:** 1 of 5

WHEN RECORDED MAIL TO:
STANDARD BANK AND
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COMMERCIAL
7725 W. 98TH STREET
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SEND TAX NOTICES TO:
STANDARD BANK AND
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COMMERCIAL
7725 W. 98TH STREET
HICKORY HILLS, IL 60547

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

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2012, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 17010, dated July 20, 2001, 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 7725 W. 98TH STREET, HICKORY HILLS, IL 60547 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 26, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded September 3, 2008 as Document No. 0824733149 and 0824733150 respectively, Modified by Instrument recoded January 7, 2010 as Document Number 1000733134, and Modified by Intrument recorded January 7, 200 as Document Number 1000733135, in the Office of the Recorder of Deeds 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 9 AND 10 IN BLOCK 6 IN HOMESTEAD ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 11 IN BLOCK 6 IN HOMESTEAD ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF

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Loan No: 5403750001

(Continued)

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THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3301-09 West 95th Street, Evergreen Park, IL 60805. The Real Property tax identification number is 24-11-203-018--0000, 24-11-203-019-0000 and 24-11-203-020-0000.

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

The Principal balance of the Note remaining unpaid from time to time is reduced to \$647,207.20. The interest rate on the principal balance of the Note is reduced to 5.250% fixed, per annum, effective November 1, 2012. Repayment and maturity date have been modified as follows: The Payment date will be the 5th of each Month. Borrower will pay this loan in 35 regular monthly payments of \$4,831.59 each and one irregular last payment estimated at \$576,110.85, due November 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 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 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 November 5, 2029 and (b) Borrower will make a regular monthly installment payment of \$4,831.59 to Lender on November 5, 2015, and (c) effective November 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 Fourteen (14) years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing December 5, 2015, and on the fifth day of each subsequent month through and including November 5, 2020, at which time effective November 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 Nine (9) years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing December 5, 2020 and on the fifth day of each subsequent monthly through and including November 5, 2025, at which time effective November 5, 2025, 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 Four (4) years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing December 5, 2025, and on the fifth day of each subsequent month through and including November 5, 2029, at which time the remaining

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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 NOVEMBER 1, 2012.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-20-2001 and known as Trust No. 17010.

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

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

LENDER:

STANDARD BANK AND TRUST COMPANY

X [Signature]
Authorized Signer

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely 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 property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)

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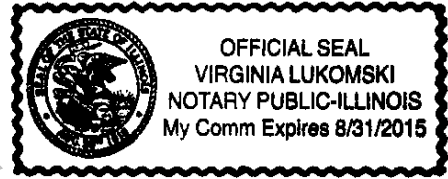
COUNTY OF Cook)

On this 18th day of December, 2012 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP & TO of Standard Bank and Trust Company, Trustee of Trust No. 17010 and Donna Diviero, ATO of Standard Bank and Trust Company, Trustee of Trust No. 17010, 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 Virginia Lukomski Residing at 7800 W. 95th St., Hickory Hills, IL

Notary Public In and for the State of Illinois

My commission expires _____



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 18th day of December, 2012 before me, the undersigned Notary Public, personally appeared BRIAN M. MCKEON 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 Christine M. McGrane Residing at Julys Park, IL
 Notary Public in and for the State of IL
 My commission expires 3/16/2013

