## **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: STANDARD BANK AND TRUST COMPANY COMMERCIAL NORTH/WEST 7725 WEST 98TH STREET HICKORY HILLS, IL 60457 1382.857630.1

Doc#: 1303626011 Fee: \$44.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 02/05/2013 09:02 AM Pg: 1 of 4

WHEN RECORDED MAIL TO: STANDARD BANK AND TRUST COMPANY COMMERCIAL NORTH/WEST 7725 WEST 987H STREET HICKORY HILLS, IL 60457

SEND TAX NOTICES TO:
STANDARD BANK AND
TRUST COMPANY
COMMERCIAL NORTH/WEST
7725 WEST 98TH STREET
HICKORY HILLS, IL 60457

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Agnes K.
STANDARD BANK AND TRUST COMPANY
7725 WEST 98TH STREET
HICKORY HILLS, IL 60457

80X 1625 N

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 2012, is made and executed between 2130 West 163rd, LLC, whose address is 2130 West 163rd Place, Markham, IL 60426 (cottered 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 November 17, 2000 of a "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded December 3, 2009 as Document Nos. (333733129 and 0933733130 in Cook County Recorder of Deeds.

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

#### Parcel 1:

The North Half part of the Southwest Quarter of Section 19, Township 36 North, Range 14, East of the Third Principal Meridian;

Exception 1: Except that part thereof bounded and described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 19; thence South 00 degrees 10 minutes 26 seconds East along the West line of said Southwest Quarter of Section 19, a distance of 662.73 feet to a point on the Westerly prolongation of the center line of vacated 164th Street (as heretofore dedicated in Cole and Ray's Second Addition to Markham, a Subdivision of the Northwest Quarter of the Southwest Quarter of said Section 19); thence North 89 degrees 58 minutes 36 seconds East on the center line of said vacated 164th Street a distance of 654.27 feet to a point on the center line of vacated Oakley Avenue (as heretofore dedicated in the aforesaid Cole and Ray's

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## MODIFICATION OF MORTGAGE (Continued)

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Second Addition to Markham); thence North 00 degrees 03 minutes 31 seconds East on the center line of said vacated Oakley Avenue, a distance of 662.44 feet to the North line of the Southwest Quarter of said Section 19; thence North 89 degrees 59 minutes 55 seconds West along said North line, a distance of 656.95 feet to the point of beginning;

Exception 2: Excepting that part thereof lying South of the South line of 163rd Place dedicated per Document Number 26075893;

Exception 3: Excepting that part thereof taken for 163rd Place as per Plat of dedication recorded as Document 26075893, all in Cook County, Illinois.

#### Parcel 2:

North One Third of the West Half of the Northeast Quarter of the Southwest Quarter of Section 19, Township 36 North, Range 14, East of the Third Principal Meridian, (excepting therefrom the East 591.92 feet thereof and the South 33 feet dedicated for roadway purposes) in Cook County, Illinois.

The Real Property or its address is commonly known as 2130 West 163rd Place, Markham, IL 60428. The Real Property tax identification number is 29–19–300–049–0000 and 29–19–308–008–0000.

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

Maturity Dated is extended to March 5, 2013. Repayment is modified as follows: Borrower will pay this loan in 2 regular payments of \$3,380.17 each beginning January 5, 2013 and one irregular last payment estimated at \$415,651.63 due on March 5, 2013 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 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 virtue of this Modification. If any person who signed the original Mortgage does not signification, 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 IS DATED DECEMBER 1, 2012.

**GRANTOR:** 

2130 WEST 163RD, LLC

Zbigniew H. Loszewski, Member/Manager of 2130 West

163rd, LLC

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:
STANDARD BANK AND TRUST COMPANY
Chutyles Toyal
Authorized Signor
LING?ED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF Illinois On
COUNTY OF COOK
On this day of Jamas Defore me, the undersigned Notary Public, personally appeared Zbigniew H. Loszewski, Member/Manager of 2130 West 163rd, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary and 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.
By Donbauc Frenchia Residing at Con Forest, IL
Notary Public in and for the State of IM nois OFFICIAL SEAL
My commission expires 2.1.14  BARBARA BIFF.C.WIEC  NOTARY PUBLIC - STATE OF RELINOIS  MY COMMISSION EXPIRES 1221/14

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT			
STATE OFCOOK	) ) <b>SS</b>		
On this day Public, personally appeared, authorized apent for foregoing instrument and acknowledge and the public of the public o	STANDARD BANK AND TRUST CO edged said instrument to be the free and rely authorized by STANDARD BANK AN uses and purposes therein mentioned trurner t and in fact executed this said instrument.	before me, the undersigned Notary me to be the	
Notary Public in and for the State  My commission expires	te of <u>Tumpis</u>	OFFICIAL SEAL BARBARA BIEROWIEC NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:1221/14	
LASER PRO Lending, Ver. 12.3.1	0.002 Copr. Harland Financial Solution L C:\CFIWIN\CFI\LPL\G201.FC TR-299	Inc. 1997, 2013. All Rights Reserved.	