

# UNOFFICIAL COPY



Doc#: 1303629046 Fee: \$44.00  
Karen A. Yarbrough RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/05/2013 10:48 AM Pg: 1 of 4

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## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 16th day of January, 2013, between Standard Bank and Trust Co., whose address is 7800 West 95th Street, Hickory Hills, Illinois 60457, not personally, but as Trustee under a Trust Agreement dated August 29, 2001, known as Trust Number 17079 ("Mortgagor"), and STC Capital Bank whose address is 460 South 1st Street, St Charles, Illinois 60174 ("Lender").

STC Capital Bank and Mortgagor entered into a Mortgage dated January 9, 2012 and recorded on February 7, 2012, filed for record in records of County of Cook, State of Illinois, with recorder's entry number 1203842059 ("Mortgage"). The Mortgage covers the following described real property:

Address: 1102 East Irving Park Road, Streamwood, Illinois 60107

Legal Description: LOT 1 IN NANA'S SUBDIVISION, A SUBDIVISION OF LOT 3 (EXCEPT THE WEST 100.0 FEET AND EXCEPT THE EAST 100.0 FEET) OF STREAMWOOD DEVELOPMENT CORPORATION'S SUBDIVISION, A PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1981 AS DOCUMENT 25880294, IN COOK COUNTY, ILLINOIS.

Parcel ID/Sidwell Number: 06-25-301-038-0000

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- \*and Assignment of Leases and Rents dated January 9, 2012, recorded February 7, 2012 with recorder's entry number 1203842060

The Indebtedness, if not sooner due, shall be due and payable on January 16, 2018; provided however, that Lender may, in its discretion, extend the maturity date of the Indebtedness from time to time to a date no later than January 16, 2023. Nothing contained herein shall be deemed an agreement, commitment or undertaking by Lender to extend the maturity date..

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor

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affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.**

**EXCULPATORY CLAUSE ATTACHED  
HERE TO AND MADE A PART HERE OF**

By: \_\_\_\_\_ Date January 23, 2013

Trustee for Standard Bank and Trust Co., NOT  
PERSONALLY BUT AS TRUSTEE UNDER AN  
AGREEMENT DATED August 29, 2001,  
KNOWN AS TRUST NO. 17079

BY *Patricia Ralphson*  
Patricia Ralphson, AVP

Attest *Dana Diviero*  
Dana Diviero, ATO

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged on \_\_\_\_\_, by \_\_\_\_\_, Trustee of Standard Bank and Trust Co., Trustee under a trust agreement dated August 29, 2001, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Identification Number \_\_\_\_\_

(Official Seal)

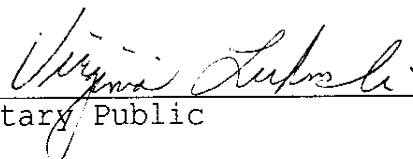
# UNOFFICIAL COPY

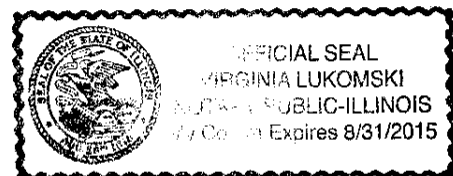
This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 17079 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall 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, and hold harmless 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 premises 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 therefrom, 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. Inevent 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**

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson, AVP of STANDARD BANK & TRUST COMPANY and Donna Diviero, ATO of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP 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 ATO did also then 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 purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of January,  
2013

  
\_\_\_\_\_  
Notary Public



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LENDER: STC Capital Bank

*BR*

*2/10/13*

By: Brian Monson  
Its: Vice President

Date

## BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS )

COUNTY OF [REDACTED] )

This instrument was acknowledged on the [REDACTED] by Brian Monson, Vice President on behalf of STC Capital Bank, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

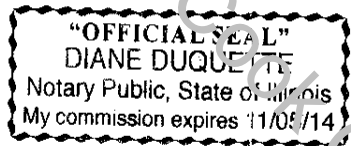
My commission expires: [REDACTED]

*Diane Duquette*

[REDACTED] residing at [REDACTED]  
[REDACTED]

Identification Number [REDACTED]

(Official Seal)



THIS INSTRUMENT PREPARED BY:  
STC Capital Bank  
460 1st Street  
St. Charles, IL 60174

AFTER RECORDING RETURN TO:  
STC Capital Bank  
460 1st Street  
St. Charles, IL 60174