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RECORDATION REQUESTED BY:

STANDARD BANK AND TRUST COMPANY
COMMERCIAL NORTH/WEST
7725 WEST 98TH STREET
HICKORY HILLS, IL 60457

Doc#: 1309504053 Fee: \$44.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/05/2013 09:24 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

STANDARD BANK AND TRUST COMPANY
COMMERCIAL NORTH/WEST
7725 WEST 98TH STREET
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STANDARD BANK AND TRUST COMPANY
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7725 WEST 98TH STREET
HICKORY HILLS, IL 60457

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Rebecca A. Lynd, Loan Documentation Specialist
STANDARD BANK AND TRUST COMPANY
7725 WEST 98TH STREET
HICKORY HILLS, IL 60457

13093-73 S ✓
P ✓
S ✓
SC ✓
INT ✓

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 5, 2013, is made and executed between 2130 West 163rd, LLC, whose address is 2130 West 163rd Place, Markham, IL 60426 (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 November 17, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded November 25, 2009 as Document Number 0932933060 and 0932933061; Modification of Mortgage recorded April 5, 2013 as Document Number 1309504052 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);

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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 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 hereby modify the Mortgage as follows:

The principal amount of the Promissory Note is reduced to \$ 961,147.53. The interest rate on the principal balance of the Promissory Note remaining unpaid is reduced to 5.75%. Repayment and Maturity Date are modified as follows: Borrower will pay this loan in 35 regular payments of \$7,482.49 each beginning April 5, 2013 and one irregular last payment estimated at \$858,442.15 due on March 5, 2016 as more fully set out in the and 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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 5, 2013.

GRANTOR:

2130 WEST 163RD, LLC

By: 

Zbigniew H. Loszewski, Member/Manager of 2130 West 163rd, LLC

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4261029001

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LENDER:

STANDARD BANK AND TRUST COMPANY

X *Christopher [Signature]*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

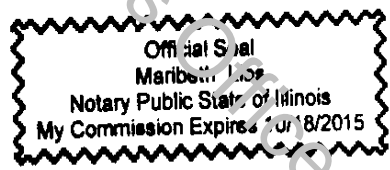
STATE OF IL)
) SS
COUNTY OF Cook)

On this 22 day of March, 2013 before 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 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Maribeth [Signature]* Residing at Toskey Park, IL

Notary Public in and for the State of IL

My commission expires 10/18/2015



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

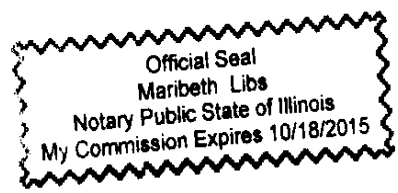
STATE OF IL)
) SS
COUNTY OF Cook)

On this 22 day of March, 2013 before me, the undersigned Notary Public, personally appeared Chris Teizich and known to me to be the SVP, 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 Maribeth Libs Residing at Tinley Park

Notary Public in and for the State of IL

My commission expires 10/18/2015



PROPOSED BY COOK COUNTY CLERK'S OFFICE