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

WHEN RECORDED MAIL TO:
STANDARD BANK AND
TRUST COMPANY
COMMERCIAL NORTH/WEST
7725 WEST 98TH STREET
HICKORY HILLS, IL 60457



Doc#: 1326733049 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/24/2013 11:11 AM Pg: 1 of 5

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:
Melissa Vasquez, Loan Documentation Specialist
STANDARD BANK AND TRUST COMPANY
7725 WEST 98TH STREET
HICKORY HILLS, IL 60457

13263-33
BOX 162

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 5, 2013, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Standard Bank and Trust Company, Trust No. 21318 dated August 8, 2012, 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 WEST 98TH STREET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 15, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Construction Mortgage and Assignment of Rents recorded August 23, 2012 as Document Numbers: 1223612151 and 1223612152 respectively; a Modification of Mortgage recorded March 5, 2013 as Document Number 1306422026; and a Modification of Mortgage recorded July 23, 2013 as Document Number 1320422093 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:

See "Exhibit A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 13555 Main Street, Lemont, IL 60439. The Real Property tax identification number is 22-14-300-035-0000; 22-14-300-037-0000; and 22-15-200-012-0000.

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

The word "Note" means that certain promissory note dated August 15, 2012, in the original principal

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4245519001

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amount of \$3,158,980.00 from Borrower to Lender and as modified and increased to \$3,341,250.00 pursuant to that certain Change In Terms dated August 5, 2013, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, restatements of and substitutions for the promissory note all of which are incorporated herein by this reference as if fully restated herein. Borrower's final payment of such Note will be for all unpaid principal and all unpaid and accrued interest.

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.

SBA CONDITIONS. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

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

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:

STANDARD BANK AND TRUST COMPANY, TRUST NO. 21318

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 08-08-2012 and known as Standard Bank and Trust Company, Trust No. 21318.

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

By: *Jay Faler* Jay Faler, AVP
Authorized Signer for Standard Bank and Trust Company

LENDER:

STANDARD BANK AND TRUST COMPANY

x *Christopher T. [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.

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT

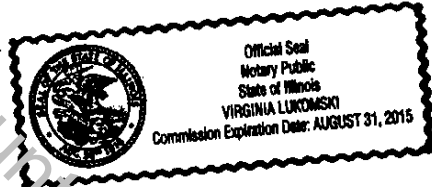
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 5th day of September, 2013 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP of Standard Bank and Trust Company Trustee of Standard Bank and Trust Company, Trust No. 21318 and Jay Faler AVP of Standard Bank and Trust Company, Trustee of Standard Bank and Trust Company, Trust No. 21318, 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 Lukomska* Residing at _____

Notary Public in and for the State of _____

My commission expires _____



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 11 day of September, 2013 before me, the undersigned Notary Public, personally appeared Chris Terzich 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, IL
 Notary Public in and for the State of IL

My commission expires 10/18/15

