

404 504 9009

RECORDATION REQUESTED BY:

STANDARD BANK AND TRUST COMPANY EASTERN REGION 7725 WEST 98th STREET HICKORY HILLS, IL 60457

WHEN RECORDED MAIL TO:

STANDARD BANK AND TRUST COMPANY EASTERN REGION 7725 WEST 98th STREET HICKORY HILLS, IL 60457



Doc#: 1326933170 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough Cook County Recorder of Deeds Date: 09/28/2013 03:24 PM Pg: 1 of 4

SEND TAX NOTICES TO:

STANDARD BANK AND TRUST COMPANY EASTERN REGION 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

Handwritten initials: S, P, S, SE, INT with checkmarks and numbers.

Handwritten: 13268-50

Handwritten: BOX 162

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 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. 21100 dated August 29, 2011, whose address is 7800 W. 95th St., 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 July 5, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded August 8, 2012 as Document Nos. 1222133089 and 1222133090.

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

THE SOUTH 62.42 FEET OF LOT 37 AND THE SOUTH 62.42 FEET OF THE WEST 0.65 FEET OF LOT 36 IN TRUSTEE'S SUBDIVISION OF BLOCK 15 IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTH EAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTH EAST CORNER) IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 952-956 W. Addison St., Chicago, IL 60613. The Real Property tax identification number is 14-20-228-035-0000.

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

The definition of the Note in the Definitions section is deleted and the following definition substituted in its

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4045049009

Page 2

place: The word "Note" means the promissory note dated July 5, 2012, in the original principal amount of \$1,500,000.00 from Borrower to Lender, 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 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.

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

GRANTOR:

STANDARD BANK AND TRUST COMPANY, TRUST NO. 21100

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 08-29-2011 and known as Standard Bank and Trust Company, Trust No. 21100.

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 [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 Trustee, 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.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4045049009

Page 3

TRUST ACKNOWLEDGMENT

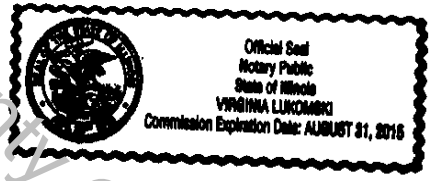
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 12th day of August, 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. 21100 and Jay Faler, AVP of Standard Bank and Trust Company, Trustee of Standard Bank and Trust Company, Trust No. 21100, 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 Lumbardi* Residing at _____

Notary Public in and for the State of _____

My commission expires _____



PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4045049009

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
 COUNTY OF Lake)

On this 6th day of August, 2013 before me, the undersigned Notary Public, personally appeared Jeffrey Morsee and known to me to be the Commercial 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 [Signature] Residing at Lake County

Notary Public in and for the State of Indiana

My commission expires 11-15-17



Cook County Clerk's Office