# Louhas TONOFFICIAL COPY

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 IN 60457

SEND TAX NOTICES TO:
STANDARD BANK AND
TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457



Doc#: 1326933181 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/26/2013 03:33 PM Pg: 1 of 4

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

13268-74 SC X 0X 162 INT/C

#### 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 Trust Company, Trust No. 21102 dated August 29, 2011, whose address is 7800 W. 95th St., Hickory Hills, L. 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. 1(22)133095 and 1222133096.

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

LOTS 26 AND 27 (EXCEPT THE NORTH 40 FEET THEREOF) IN BLOCK 3 IN BUCKINGHAM'S SECOND ADDITION TO LAKEVIEW IN THE NORTHEAST QUARTER OF 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 1032 W. Waveland Ave. / 3706 N. Kenmore Ave., Chicago, IL 60613. The Real Property tax identification number is 14-20-218-048-0000.

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 place: The word "Note" means the promissory note dated July 5, 2012, in the original principal amount of

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 4045049009

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\$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 FLEAD ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. (1H)'S MODIFICATION OF MORTGAGE IS DATED JULY 5, 2013.

STANDARD BANK TRUST COMPANY, TRUST NO. 21102

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 08-29-2011 and known as Standard Bank Trust Company, Trust No. 21102.

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

Jay Faler, AVP

Authorized Signer for Standard Bank and Trust Company

LENDER:

**GRANTOR:** 

STANDARD BANK AND TRUST COMPANY

X / / / / / / / / / / / A(therized Signer

This instrument is signed, ssaled and delivered by STANDARD BANK ARD TRUST COMPANY, solely in its capacity as Trustee as aforesald. 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 TEMPANY as Trustee as aforesaid, e.a.) the said STANDARD BANK AND TRUST TEMPANY as Trustee as aforesaid, e.a.) the said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, e.a.) the said STANDARD BANK AND TRUST COMPANY, etcher 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 held under the terms and conditions of said Trust Agreement.

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#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 4045049009 Page 3 TRUST ACKNOWLEDGMENT STATE OF \_\_Illinois ) ) SS COUNTY OF Cook 12th day of 2013 before me, the undersigned Notary August Public, personally appeared Patricia Ralphson, AVP Bank and Trust Company Trustee of Standard Bank Trust Company, Trust No. 21102 and Jay Faler, AV \_ of Standard Bank and Trust Company, Trustee of Standard Bank Trust Company, Trust No. 21102, 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 rust, 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 Nodilication on behalf of the trust. Residing at Notary Public in and for the State of \_\_\_\_ My commission expires -70/4'S OFFICO

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## MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT	
STATE OF 1001000	1
STATE OF	, ) SS
COUNTY OF Lake	)
foregoing instrument and acknowledged said instrur STANDARD BANK AND TRUST COMPANY, duly autithrough its board of directors or sinerwise, for the us	and known to me to be the connection of thorized by STANDARD BANK AND TRUST COMPANY that executed the within and ment to be the free and voluntary act and deed of thorized by STANDARD BANK AND TRUST COMPANY ses and purposes therein mentioned, and on oath stated ment and in fact executed this said instrument on behalf  Residing at  OFFICIAL SEAL LOUISE MARTIN NOTARY PUBLIC - INDIANA LAKE COUNTY My Comm. Expires 11/15/17

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