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**RECORDATION REQUESTED BY:** STANDARD BANK AND TRUST COMPANY SMALL BUSINESS BANKING 7725 W. 98TH STREET HICKORY HILLS, IL 60457

1402326102 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough Cook County Recorder of Deeds

Date: 01/23/2014 04:00 PM Pg: 1 of 4

WHEN RECORDED MAIL TO: STANDARD BANK AND TRUST COMPANY SMALL BUSINESS BANKING 7725 W. 98TH STREET HICKORY HILLS, IL 80457

SEND TAX NOTICES TO: STANDARD BANK AND TRUST COMPANY SMALL BUSINESS BANKING 7725 W. 98TH STREET HICKORY HILLS, IL 60457

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**Angie Tofil** STANDARD BANK AND TRUST COMPANY 7725 W. 98TH STREET **HICKORY HILLS, IL 60457** 

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 6, 2014, is made and executed between Trust No. 20701, 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 W. 98TH STILET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 4, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded December 15, 2009, as Document Numbers 0534933074 and 0934933075. A Modification of Mortgage recorded March 29, 2013, as Document Number 130833026.

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

LOT 44 IN BLOCK 1 OF APPLE TREE OF HAZELCREST, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1970 AS DOCUMENT NO. 21244460, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3700 Peach Grover Lane, Hazel Crest, IL 60429. The Real Property tax identification number is 28-26-307-039-0000.

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

The principal amount of the Promissory Note is increased to \$175,000.00. Repayment is modified as

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 5454630001

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follows: Borrower will pay this loan in full immediately upon Lender's demand. Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 5, 2014, with all subsequent interest payments to be due on the same day of each month after that as more fully set out In 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 encorsers 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 JANUARY 6, h County Contee 2014.

**GRANTOR:** 

**TRUST NO. 20701** 

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 11-05-2009 and known as Trust No. 20701.

Patricia Ralphson, aVP detoron Authorized Signer for Standard Bank and Trust Company

Meatin Dameie **Authorized Signer for Standard Bank and Trust Company** 

<u>H</u>eather Raineri, ATO

LENDER:

STANDARD BANK AND TRUST COMPANY

Mules Oganorul Authorized Signer

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its rapacity 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, titles 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 STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have not personal or individual liability or obligation of any nature whatsoever by virtue 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 PANY, either individually or as Trustees, be under any duty or obligation to sequester which it may hold under the terms and conditions of said Trust Agreement.

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## **UNOFFICIAL COPY**

MODIFICATION OF MORTGAGE (Continued)

Loan No: 5454630001 Page 3 TRUST ACKNOWLEDGMENT Illinois STATE OF ) ) SS Cook **COUNTY OF** On this before me, the undersigned Notary Patricia Ralphson, AVE Public, personally appeared of Standard and Trust Compary Heather Raineri, Alc 20701 and Trustee of Trust No. of Standard Bank and Trust Company, Trustee of Trust No. 20701, and known to me to be authorized trus/ces 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. Residing at Notary Public in and for the State of OFFICIAL SEAL SUSAN J. ZELEK NOTARY PUBLIC, STATE OF ILLINOIS My commission expires My Commission Expires Dec. 08, 2014 TOPH'S OFFICE

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## **UNOFFICIAL COPY**

MODIFICATION OF MORTGAGE (Continued)

Loan No: 5454630001

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LENDER ACKNOWLEDGMENT	
Public, personally appeared VENNIEV OGANOVIC authorized agen for STANDARD BANK	AND TRUST COMPANY that executed the within an
STANDARD BANK AND TRUST COMPANY, duly aut through its board of directors or otherwise, for the us that he or she is authorized to execute this said instru	ment to be the free and voluntary act and deed of thorized by STANDARD BANK AND TRUST COMPAN' ses and purposes therein mentioned, and on oath state ment and in fact executed this said instrument on beha
STANDARD BANK AND TRUST COMPANY, duly authorough its board of directors or otherwise, for the us	ment to be the free and voluntary act and deed of thorized by STANDARD BANK AND TRUST COMPAN ses and purposes therein mentioned, and on oath state

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