

# UNOFFICIAL COPY

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#: 1406642029 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/07/2014 08:50 AM Pg: 1 of 8

SEND TAX NOTICES TO:  
STANDARD BANK AND  
TRUST COMPANY  
COMMERCIAL NORTH/WEST  
7725 WEST 98TH STREET  
HICKORY HILLS, IL 60457

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

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 14, 2014, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of 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:

Construction Mortgage and Assignment of Rents recorded August 23, 2012 as Document Nos. 1223612151 and 1223612152; Modification of Mortgage recorded March 5, 2013 as Document No. 1306422026; Modification of Mortgage recorded July 23, 2013 as Document No. 1320422093 and Modification of Mortgage recorded September 24, 2013 as Document No. 1326733049.

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

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, AT A POINT WHICH IS 393.65 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SOUTHWEST 1/4 AND RUNNING THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 565.24 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, THE EASTERLY TERMINUS OF SAID STRAIGHT LINE BEING A POINT WHICH IS 1220.29

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FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE AND 608.88 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 57.58 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 461.96 FEET, A DISTANCE OF 486.02 FEET TO A POINT WHICH IS 401.14 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 674.25 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 448.41 FEET TO AN INTERSECTION WITH A LINE WHICH EXTENDS NORTHWARDLY FROM A POINT WHICH IS 915.35 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 369.08 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4, TO A POINT WHICH IS 1264.36 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE AND 744.61 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWARDLY ALONG LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 289.30 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED MARCH 6, 1963 AS DOCUMENT 18736758; THENCE WESTWARDLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.89 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTHWESTWARDLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 729.45 FEET TO A POINT WHICH IS 120.00 FEET EASTERLY FROM THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE (EXTENDED SOUTHWESTWARDLY) WITH THE WEST LINE OF SAID SOUTHWEST 1/4; AND THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 147.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT OF EASEMENT FROM NORTHERN ILLINOIS GAS COMPANY TO A.E. STALEY MANUFACTURING COMPANY RECORDED MARCH 6, 1963 AS DOCUMENT 18736259 AND FILED AS DOCUMENT LR2080370 FOR CONSTRUCTION, OPERATION, RECONSTRUCTION, REPAIR, MAINTENANCE AND USE OF TWO PUBLIC OR PRIVATE ROAD CROSSINGS 30 FEET IN WIDTH OVER THE FOLLOWING DESCRIBED LAND, PROVIDED THAT SUCH ROADS BE LOCATED AND CONSTRUCTED AT SUBSTANTIALLY RIGHT ANGLES TO SAG-LEMONT ROAD (ALSO KNOWN AS CHICAGO-JOLIET ROAD):

THE NORTHERLY 87.50 FEET OF THE SOUTHERLY 120.50 FEET (BOTH MEASUREMENTS BEING PERPENDICULAR TO THE CENTER LINE OF THE SAG-LEMONT ROAD ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD) OF THE WEST 428 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CENTER LINE OF THE SAG-LEMONT ROAD, ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD;

ALSO A TRIANGULAR SHAPED PARCEL OF LAND IN SAID SOUTHWEST 1/4 LYING SOUTHWESTERLY OF A LINE DRAWN FROM A POINT 120 FEET NORTH OF THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST 1/4 WITH THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET WHICH POINT IS 120 FEET NORTHEASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4 AS MEASURED ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET.

ALSO THE SOUTHERLY 120.50 FEET (AS MEASURED PERPENDICULAR TO THE SOUTHERLY LINES) OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE CHICAGO AND JOLIET ROAD WITH THE EAST LINE OF THE WEST 438 FEET OF SAID SOUTHWEST 1/4, WHICH POINT IS 259.72 FEET NORTH (MEASURED PERPENDICULARLY) FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4 AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 438 FEET A DISTANCE OF 842.55 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILWAY COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD) AS THE SAME WAS THEN LOCATED; THENCE NORTHEASTWARDLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE DISTANCE OF 339.82 FEET TO A POINT WHICH IS 749.98 FEET (MEASURED

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PERPENDICULARLY) EAST FROM THE WEST LINE AND 1236.21 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWARDLY A DISTANCE OF 882.35 FEET TO A POINT ON SAID CENTER LINE OF THE CHICAGO JOLIET ROAD WHICH IS 915.35 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE AND 369.08 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE WESTWARDLY ALONG SAID CENTER LINE OF ROAD A DISTANCE OF 71.77 FEET TO A POINT WHICH IS 843.90 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE AND 362.51 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4, AND THENCE SOUTHWESTWARDLY, CONTINUING ALONG SAID CENTERLINE OF ROAD A DISTANCE OF 418.97 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED BY GRANT OF ROADWAY EASEMENT RECORDED DECEMBER 17, 1962 AS DOCUMENT 18669216 BY NORTH AMERICAN CAR CORPORATION TO A.E. STALEY MANUFACTURING COMPANY, ITS SUCCESSORS AND ASSIGNS, IN COMMON WITH NORTH AMERICAN AND ALL OTHERS HAVING A LIKE RIGHT TO PASS AND REPASS ALONG THAT PORTION OF THE THEN EXISTING PRIVATE ROAD LOCATED ON THE SERVIENT TENEMENT KNOWN AS THE "MALEY ROAD" WHICH LIES EASTERLY OF THE DOMINANT TENEMENT FOR INGRESS THERETO FROM THE LEMONT SAG ROAD (ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD) AND EGRESS FROM THE DOMINANT TENEMENT TO SAID ROAD.

**PARCEL 4:**

THAT PART OF LOT 3 IN PEW'S DIVISION, A PART OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS THE EAST 20 FEET OF LOT 3 MEASURED PERPENDICULAR TO THE EAST LINE THEREOF LYING SOUTH OF A LINE DRAWN 25 FEET SOUTHEASTERLY MEASURED PERPENDICULAR TO AND PARALLEL WITH THE NORTHERLY LINE OF LOT 3, SAID PART LYING SOUTHEASTERLY OF THE RIGHT OF WAY OF G M AND O RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

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

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

The principal amount of the Promissory Note is reduced to \$1,856,250.00. The interest rate on the principal balance of the Promissory Note remaining unpaid is changed to a fixed rate of 4.95%. Repayment is modified as fully set out in the Payment paragraph and Maturity Date Extension and Rate Adjustment paragraph 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 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

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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 FEBRUARY 14, 2014.**

GRANTOR:

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 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 Arthur L. Hickey  
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.

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )

) SS

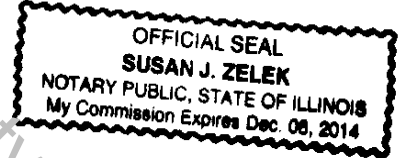
COUNTY OF Cook )

On this 19th day of February, 2014 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP of Standard Bank and Trust Company, Trustee of Trust No. 21318 and Jay Faler, AVP of Standard Bank and Trust Company, Trustee of 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 their 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 *Susan J. Zelek* Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



Proprietary Cook County Clerk's Office

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 31<sup>st</sup> day of December, 2013 before me, the undersigned Notary Public, personally appeared Catherine Hickey and known to me to be the MVP, 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

