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

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

SEND TAX NOTICES TC:
STANDARD BANK AND
TRUST COMPANY
COMMERCIAL
7725 W. 98TH STREET
HICKORY HILLS, IL 60457



Doc#: 1505542105 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 02/24/2015 02:49 PM Pg: 1 of 4

This Modification of Mortgage prepared by:

Melissa V.

STANDARD BANK AND TRUST COMPANY
7725 W. 98TH STREET

HICKORY HILLS, IL 60457

20151549-18 BOX 162 Y

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 16, 2015, is made and executed between Standard Bank and Trust Company, not personally but as Trustee under that certain trust egreement dated November 5, 2009 and known as Trust No. 20701, whose address is 7800 West 95th Street, Hiracy Hills, IL 60457 (referred to below as "Grantor") and STANDARD BANK AND TRUST COMPANY, whose address is 7725 W. 98TH STREET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 11, 2079 (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 Number 0934933075. A Modification of Mortgage recorded March 29, 2013, as Document Number 130833026. A Modification of Mortgage recorded January 23, 2014 as Document Number 1402326102.

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 Grove Ln., Hazel Crest, IL 60429. The Real Property tax identification number is 28-26-307-039.

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

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#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 5454630001

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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 December 4, 2009, in the original principal amount of \$150,000 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, restatements of and substitutions for the Note, including but not limited to the Change in Terms dated January 16, 2015 wherein the principal amount of the Note is increased to \$250,000.00, 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 Mortigage 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 1) 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 ALCOHE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MUDIFICATION OF MORTGAGE IS DATED JANUARY 16. 2015.

**GRANTOR:** 

-047/2 STANDARD BANK AND TRUST COMPANY, not personally but as Truste: under that certain trust agreement dated 11-05-2009 and known as Trust

No. 20701.

By:

Authorized Signer for Standard Bank and Trust Company

Thomas Clifford, SRVP & SRTO

By: Heather Cainci

Authorized Signer for Standard Bank and Trust Company

Heather Raineri, ATO

LENDER:

STANDARD BANK AND TRUST COMPANY

This instrument is signed, sealed and delivered by CTANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as adirate. Any and all duties, obligations and liabilities of the Trustee hereunder are to be the formed 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)

Page 3 Loan No: 5454630001 TRUST ACKNOWLEDGMENT STATE OF \_\_\_ Illinois ) SS COUNTY OF \_ 2015 before me, the undersigned Notary day of <u>February</u> Thomas Clifford 3rd On this SRVP & SRTO Public, personally appeared 20701 Bank and Trust Company, Trustee of Trust No. and Heather Raineri of Standard Bank and Trust Company, Trustee of Trust No. 20701, and known to me to be authorized crustees 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 7800 W. 95th St., Hickory HILL'S OFFICIAL SEAL Notary Public in and for the State of \_\_Illinoi 12/06/15 My commission expires C/ort's Orrica

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### **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 5454630001 LENDER ACKNOWLEDGMENT STATE OF Allender ) SS COUNTY OF \_ Cork before me, the undersigned Notary Public, personally appeared James M. Bartolotta and known to me to be the AUP \_, 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. Residing at Notary Public in and for the State of \_\_\_\_\_ OFFICIAL SEAL My commission expires Notary Public State of Illinois LETICIA ZAVALA Commission #: 505854 Commission Expiration Date: 03/28/2016

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