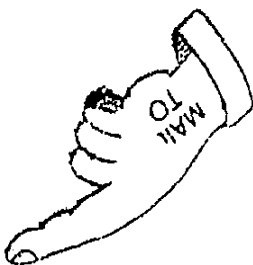


PREPARED BY:

Standard Bank & Trust Company  
2400 West 95th Street  
Evergreen Park, Illinois 60805

WHEN RECORDED MAIL TO:

Standard Bank & Trust Company  
2400 West 95th Street  
Evergreen Park, Illinois 60805



FOR RECORDER'S USE ONLY

## MORTGAGE MODIFICATION AGREEMENT

M/L #141-5242

THIS INDENTURE, made this 11th day of September, A.D. 1997 by and between STANDARD BANK AND TRUST COMPANY, AS TRUSTEE, UNDER THE PROVISIONS OF TRUST AGREEMENT DATED October 5, 1994, AND KNOWN AS TRUST NUMBER 14590 and not individually, hereinafter known as Mortgagor, and STANDARD BANK AND TRUST COMPANY, an Illinois Banking Corporation, hereinafter known as Mortgagee,

WITNESSETH:

WHEREAS, the Mortgagor(s) represent themselves to be the owner of the Real Estate hereinafter described:

Lot 7 in First Addition to Hickory Hills, being a Subdivision of the East Half of the East 30 acres of the South Half of the Southwest Quarter of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 9342 South 76th Avenue, Hickory Hills, Illinois 60457  
P.I.N.: 23-01-316-014

AND WHEREAS, said Mortgagor(s) have heretofore executed a certain Mortgage, Note, and Assignment of Rents, with an original principal amount of FIFTY FIVE THOUSAND AND 00/100 (\$55,000.00) DOLLARS with interest at an initial rate of 7.00% per annum (the "Note Rate") on the unpaid balance until paid, to Mortgagee, dated the 2nd day of November, 1994, recorded in the Office of the Recorder of Cook County, Illinois, as Document Number(s) 94985134, and secured by the Real Estate described above;

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NOW THEREFORE, Mortgagor and Mortgagee agree that the terms of the original Mortgage, Note, and Assignment of Rents, with a current principal balance of \$ \$53,418.83, are hereby changed as follows:

- [X] The principal balance has been increased to 74,000.00, effective the 11th day of September, 1997.
- [X] All unpaid principal and accrued interest, and other amounts due under the Note and Mortgage shall be payable on or before October 1, 2027 (the new "Maturity Date"), if not sooner prepaid.
- [X] The initial rate of interest is changed to 7.125%, per annum, effective the 11th day of September, 1997.
- [X] Monthly principal and interest payments of \$498.56 will begin on the 1st day of November, 1997 and continue on each successive month, except that the final payment, if not sooner repaid, shall be due and payable on the Maturity Date.
- [X] The interest rate will be adjusted every three years, beginning November 1, 2000. The new mortgage rate is determined by adding 2.25% to the new index rate. However, the cap per adjustment will not increase/decrease 2.00% over the previous rate; the maximum rate over the life of the loan shall not exceed 13.125%.
- [ ] If checked here, all references to interest rate changes or payment changes during the term of this mortgage and note are hereby deleted.
- [ ] A 5% late charge shall be assessed on the total amount of any scheduled payment still unpaid 15 days or more after any payment due date or maturity, to reflect the additional administrative expense required to collect delinquent payments.

Mortgagor and Mortgagee further agree that except as amended in writing in connection with this agreement, said Mortgage, Note and any related Assignment of Rents, Security Agreements, or other documents (the "Loan Documents" as used herein) shall remain in full force and effect according to their original terms. Mortgagors expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption law of the State of Illinois. The additional provisions shown on the reverse of this agreement are incorporated herein by reference.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written. IN WITNESS WHEREOF, Mortgagee has caused its name to be signed to these presents by its Vice President and attested by its Loan Operations Officer, this 11th day of September, A.D., 1997.

**STANDARD BANK AND TRUST COMPANY**  
as owner and holder of the Note

By: Donna E. Davis  
VICE PRESIDENT

By: [Signature]  
LOAN OPERATIONS OFFICER

**STANDARD BANK AND TRUST COMPANY**, a/v/a dated 10/05/94,  
a/k/a Trust No. 14370

By: [Signature]  
Bridgette W. Scanlan, A.V.P. & T.O.

Attest: [Signature]  
Dopha Diviero, A.T.O.

This instrument was prepared by: Brenda L. Sorensen  
Standard Bank & Trust Company, 2400 West 95th Street, Evergreen Park, Illinois 60805

After recording, mail to: Standard Bank & Trust Company, 2400 West 95th Street, Evergreen Park, Illinois 60805

**Amendments:** This agreement, together with the original Loan Documents and additional documents executed with this extension, constitutes the entire understanding and agreement of the parties as to the matters set forth in this agreement. Amendments to this agreement must be given in writing to be effective.

**Due on Sale or Transfer:** At the option of the note holder, and without notice to the Mortgagor or any Guarantor or collateral pledgor, if the Mortgagor sells, conveys, executes any agreement to convey title, further encumbers said premises, or causes an assignment of a portion of the beneficial interest thereof, all unpaid indebtedness secured by the mortgage shall become immediately due and payable, notwithstanding anything to the contrary in the note and mortgage. The acceptance of payments on any indebtedness shall not constitute a waiver of the right to demand immediate repayment or impair an acceleration of repayment.

**Payments:** Payments received after 12:00 PM, or at another branch location, at a night depository, or at an Automated Teller, will be credited as of the next business day after receipt.

**Prepayment:** The Mortgagor shall have the right to prepay this note in whole or in part at any time, however, note holder, reserves the right to apply any partial prepayments received first to repay any unpaid accrued interest owing under the note or mortgage, then to fees and costs due, then to the loan principal balance. Unless this mortgage is secured by an owner-occupied 1-4 family residential property, the Mortgagee (or Trustee) reserves the right to collect a payment of six month's additional interest on the amount of all prepayments made in one year which exceed 20% of the original loan amount. Mortgagor agrees to make requests for calculation of a final payoff amount 10 days in advance of any expected repayment.

**Maturity:** After maturity, whether by acceleration or otherwise, to the extent permitted by law, interest shall accrue on the unpaid principal balance at an interest rate of three percentage points over the unmatured Note Rate as it changes from time to time (the "Post Maturity Penalty Rate"). All moneys paid to protect and preserve the collateral, or for any purpose authorized in the original Mortgage (or Trust Deed), including Attorney's fees and costs shall become so much additional indebtedness secured by this mortgage, and shall bear interest from the date incurred at the Post-Maturity Penalty Rate established above.

**Interest and Fees:** If used herein, the "Prime Rate" is the rate of interest established by Standard Bank and Trust Company (the "Lender") as its Prime Rate, which may vary from time to time at the sole discretion of the Lender. The prime rate is a reference rate not to be construed as a rate available to a particular class of borrowers. Fees for special mortgage services will be billed at Note Holder's customary fee schedule when incurred, based on the type and amount of work involved.

**Escrow Deposits:** The mortgagor agrees to deposit with the Note Holder on the first day of each month, a sum equal to 1/12th of the estimated annual real estate taxes and special assessments, and 1/12th of the annual insurance premiums payable, such funds to be held by the Mortgagee in escrow along with a two month reserve for future increases, to pay taxes, special assessments, and insurance premiums as they become due. The Note Holder may collect interest at the Post-Maturity Penalty Rate on any sum advanced from escrow in excess of mortgagor deposits, or on amounts advanced to protect or preserve the property, discharge or settle any lien, confirm the status of title, foreclose on the property, or for attorneys fees, including appearances in bankruptcy court or any other court.

**Inspections:** Note Holder or its agent may make reasonable entries upon, and inspections of the property. Note Holder may escrow insurance proceeds payable for losses until an acceptable inspection report is received. Note Holder shall give borrower notice at the time of or prior to an inspection, specifying the reasonable causes for the inspection and the application fees or charges for that inspection, which may be deducted from insurance proceeds payable or charged to the Mortgagor's escrow account.

**Additional Terms:** ☐ If checked here, the Additional Terms shown on the \_\_\_\_\_ Rider attached are incorporated hereon by reference.

STATE OF ILLINOIS) SS  
COUNTY OF COOK )

Notary for Note Holder/Mortgagee/Lender

The undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that **BONNIE E. BALKO** personally known to be the Vice President of **STANDARD BANK AND TRUST COMPANY**, an Illinois Banking Corporation, and **DOROTHY BORTSCHELLER** is personally known to me to be the Loan Operations Officer of said corporation, and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Loan Operations Officer, they signed and delivered the said instrument as Officers of said corporation, pursuant to authority, given by the Board of Directors of said Corporation as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this

11<sup>th</sup> day of September, A.D., 1997.

  
Notary Public



STATE OF ILLINOIS) SS  
COUNTY OF COOK )

Mortgagee/Lend Trustee Notary

The undersigned, a Notary Public in and for said County and State, DOES HEREBY CERTIFY that Bridgette W. Scanlan personally known to me to be the AVP & T.O. of **STANDARD BANK AND TRUST COMPANY**, an Illinois corporation, and Donna Diviero personally known to me to be the A.T.O. of said corporation, are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Officers of said corporation as **Trustee**, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as the free and voluntary act and deed of said corporation as **Trustee**, for the uses and purposes set forth above. Given under my hand and Notarial Seal this

11<sup>th</sup> day of September, A.D., 1997.

  
Notary Public

