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RECORDATION REQUESTED BY:  
Standard Bank and Trust  
Company  
7800 West 95th Street  
Hickory Hills, IL 60457

2009 046049

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 JUL -8 AM 9:03

MICHAEL A. BROWN  
RECORDER

WHEN RECORDED MAIL TO:  
Standard Bank and Trust  
Company  
7800 West 95th Street  
Hickory Hills, IL 60457

SEND TAX NOTICES TO:  
Standard Bank and Trust  
Company  
7800 West 95th Street  
Hickory Hills, IL 60457

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Mary B. Towey, Loan Documentation Specialist  
Standard Bank and Trust Company  
7800 West 95th Street  
Hickory Hills, IL 60457

620083394 CM

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NOT OFFICIAL!  
MODIFICATION OF MORTGAGE  
This Document is the property of  
the Lake County Recorder!

THIS MODIFICATION OF MORTGAGE dated June 1, 2009, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 20032, dated July 31, 2007, 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 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 29, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

**A Construction Mortgage and Assignment of Rents recorded August 12, 2008, as Document Numbers 2008057262 and 2008057263 respectively; Modification of Mortgage recorded November 26, 2008, as Document Number 2008080497; Modification of Mortgage recorded February 25, 2009, as Document Number 2009011512, in the Office of the Recorder of Lake County, Indiana.**

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

Lot 1, Columbia Pointe Addition, City of Hammond, as per plat thereof, recorded in Plat Book 84 page 8, in the Office of the Recorder of Lake County, Indiana.

**EXCEPTING THEREFROM:** A part of Lot 1 in Columbia Pointe Addition, an addition to the City of Hammond, Indiana, the plat of which is recorded in Plat Book 84, Page 8, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Southwest corner of said Lot; thence North 1 degree 09 minutes 18 seconds East 20.00 Feet along the West line of said Lot; thence South 44 degrees 26 minutes 36 seconds East 27.99 Feet to the South line of said Lot; thence South 89 degrees 37 minutes 30 seconds West 20.00 Feet along said South line to the point of beginning, in Lake County, Indiana

The Real Property or its address is commonly known as 1215 Gostlin Street, Hammond, IN 46327. The Real

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LP

CT

Chicago Title Insurance Company

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 101540953

Page 2

Property tax identification number is 45-03-30-251-006.000-023 (new PIN).

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

**The interest rate is modified to a fixed rate equal to the Weekly Average Yield on United States Treasury Securities, adjusted to a constant maturity of five (5) years, plus a margin of 2.750 percentage points on the date hereof and will be further modified and fixed every sixty (60) months hereafter. A minimum interest rate of 6.750% is added to the Note. The Construction Loan Agreement is replaced with a Business Loan Agreement. Repayment is modified as set forth in the Payment paragraph of the Note, as is incorporated hereto by this reference, and in the Maturity Date Extension and Rate paragraph set forth below.**

**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.

**MATURITY DATE EXTENSION AND RATE ADJUSTMENT.** Notwithstanding the final payment date set forth in the Payment section of the Note, unless Lender has declared the entire unpaid principal balance under the Note and all unpaid interest immediately due as a result of an Event of Default prior to such final date: (a) the final payment will be extended until June 1, 2029, and (b) Borrower will make a regular monthly installment payment of \$12,566.38 to Lender on June 1, 2014, and (c) effective June 1, 2014, the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal the Weekly Average Yield on The United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years, plus a margin of 2.750 percentage points but at no time will this adjusted interest rate be less than 6.750%. Upon adjustment of the interest rate, the then outstanding principal balance of the Note shall be reamortized over Fifteen (15) years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing July 1, 2014, and on the first day of each subsequent month through and including June 1, 2019, at which time effective June 1, 2019, the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal the Weekly Average Yield on The United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years, plus a margin of 2.750 percentage points but at no point will this adjusted interest rate be less than 6.750%. Upon adjustment of the interest rate, the then outstanding principal balance of the Note shall be reamortized over Ten (10) years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing July 1, 2019, and on the first day of each subsequent month through and including June 1, 2024, at which time effective June 1, 2024, the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal the Weekly Average Yield on The United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years, plus a margin of 2.750 percentage points but at no point will this adjusted interest rate be less than 6.750%. Upon adjustment of the interest rate, the then outstanding principal balance of the Note shall be reamortized over Five (5) years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing July 1, 2024, and on the first day of each subsequent monthly through and including June 1, 2029, at which time the remaining principal balance and interest shall be due in full.

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 101540953

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1, 2009.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-31-2007 and known as Trust No. 20032.

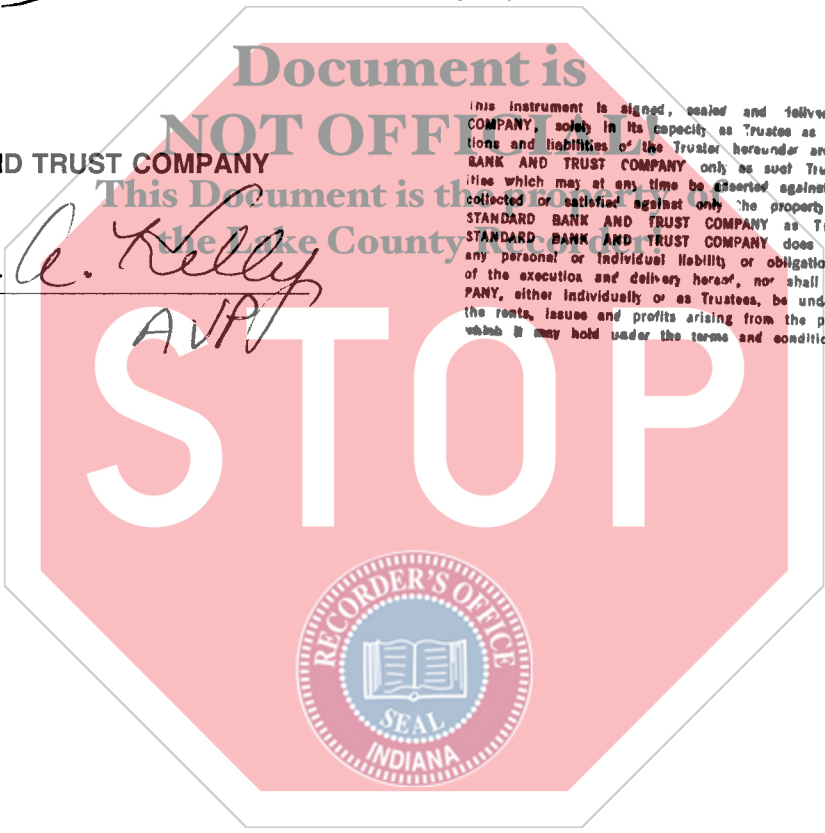
By: Patricia Ralphson, Patricia Ralphson, AVP & TO  
Authorized Signer for Standard Bank and Trust Company

By: Donna Diviero, Donna Diviero, ATO  
Authorized Signer for Standard Bank and Trust Company

LENDER:

STANDARD BANK AND TRUST COMPANY

x Andrea C. Kelly  
Authorized Signer  
AVP



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 request 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.

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 101540953

Page 4

TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

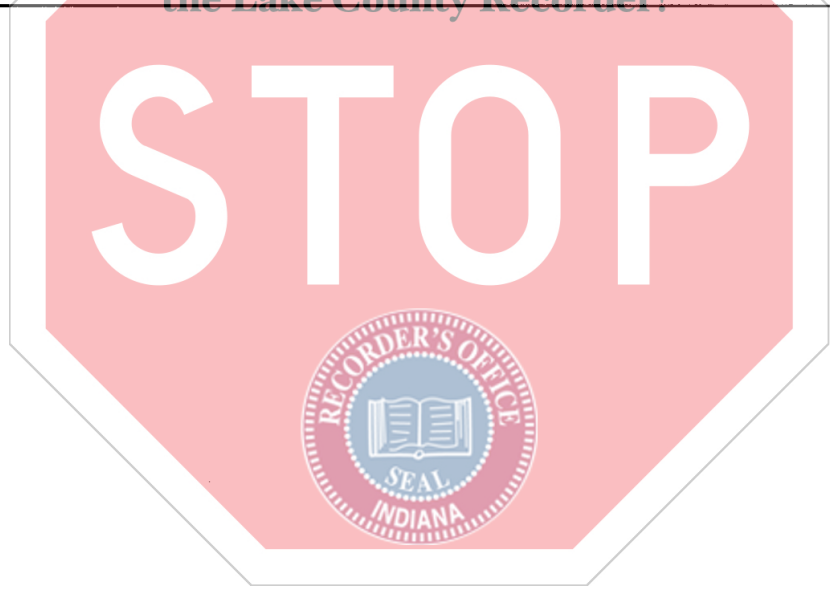
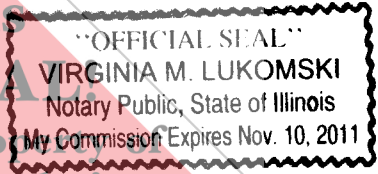
On this 22nd day of June, 2009 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP & TO of Standard Bank and Trust Company, Trustee of Trust No. 20032 and Donna Diviero, ATO of Standard Bank and Trust Company, Trustee of Trust No. 20032, and known to me to be authorized 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 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 Virginia M. Lukomski Residing at 7800 W. 95th St., Hickory Hills, IL.

Notary Public in and for the State of Illinois

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

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MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 101540953

Page 5

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 24<sup>th</sup> day of June, 2009 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 Shirley Rich Residing at \_\_\_\_\_

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

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



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STOP

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.  
Barbara Meggler

