

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

The PrivateBank and Trust  
Company  
70 West Madison  
Suite 200  
Chicago, IL 60602-4202



Doc#: 0809335057 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/02/2008 09:45 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

The PrivateBank and Trust  
Company  
70 West Madison  
Chicago, IL 60602-4202

**SEND TAX NOTICES TO:**

Belmont Residential, LLC  
2701 W. Belmont Avenue  
Chicago, IL 60618

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

The PrivateBank and Trust Company  
Ten North Dearborn Street  
Chicago, IL 60602-4202

## MODIFICATION OF MORTGAGE

*8190-761J/CTI Acc only*  
THIS MODIFICATION OF MORTGAGE dated January 20, 2008, is made and executed between Belmont Residential, LLC (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 70 West Madison, Suite 200, Chicago, IL 60602-4202 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 20, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on January 26, 2004 as Document Number 0402633039 and 0402633040 in the Office of the Recorder of Deeds, Cook County, Illinois, and a Modification of Mortgage dated January 20, 2005 which was recorded on February 7, 2005 as Document Number 0503833153 in the Office of the Recorder of Deeds, Cook County, Illinois, and a Modification of Mortgage dated January 20, 2006 which was recorded on March 14, 2006 as Document Number 0607335036 in the Office of the Recorder of Deeds, Cook County, Illinois, and a Modification of Mortgage dated January 20, 2007 which was recorded on March 14, 2007 as Document Number 0707333197 in the Office of the Recorder of Deeds, Cook County, Illinois.

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

LOTS 1 AND 2 AND THE EAST 28.6 FEET OF LOT 3 IN GOLDSMITH AND SMITH'S RESUBDIVISION OF LOTS 1 TO 11, BOTH INCLUSIVE, IN MCCORMICK'S RESUBDIVISION OF LOTS 1 TO 21, INCLUSIVE, IN NISSEN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2701 W. Belmont, Chicago, IL 60618. The Real Property tax identification number is 13-25-200-016-0000.

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

TO EXTEND THE MATURITY DATE OF THE LOAN FROM JANUARY 20, 2008 TO JANUARY 20, 2009.

BOX 333-CTI

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(Continued)

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TO DELETE THE DEFINITION OF "NOTE" IN ITS ENTIRETY AND TO INSERT IN LIEU THEREOF THE FOLLOWING: "NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED JANUARY 20, 2008 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,500,000.00 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS OF THE PROMISSORY NOTE OR AGREEMENT"

**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.

**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 20, 2008.**

GRANTOR:

BELMONT RESIDENTIAL, LLC

By: 

Kathryn Gannett, Manager of Belmont Residential, LLC

By: 

Viraj Hirani, Manager of Belmont Residential, LLC

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

) SS

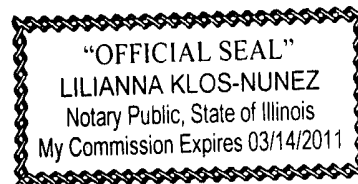
COUNTY OF Lake )

On this 20th day of March, 2008 before me, the undersigned Notary Public, personally appeared **Kathryn Gannett, Manager of Belmont Residential, LLC and Virgil Tiran, Manager of Belmont Residential, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Liliana Klos-Nunez Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3-14-2011



DeKalb County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 20th day of March, 2008 before me, the undersigned Notary Public, personally appeared Kevin M. Murphy and known to me to be the Managing Director, authorized agent for **The PrivateBank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **The PrivateBank and Trust Company**, duly authorized by **The PrivateBank 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 **The PrivateBank and Trust Company**.

By Liliana Klos-Nunez Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3-14-2011

