

# UNOFFICIAL COPY

## ALBANK

### MODIFICATION OF MORTGAGE

6710490

RETURN TO:

Albany Bank & Trust Co  
3400 West Lawrence Avenue  
Chicago, IL 60625-5188  
Attn.: Andrew Rosa  
OR BOX 35



Doc#: 0813455028 Fee: \$40.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/13/2008 12:08 PM Pg: 1 of 3

**THIS MODIFICATION OF MORTGAGE** dated April 25, 2008 is made and executed between Ramirez Belmont, LLC (referred to below as "Grantors") and Albany Bank & Trust Company, N.A., whose address is 3400 W Lawrence Ave, Chicago, IL 60625 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 6, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded on February 7, 2006 as Document Number 0603849018 and Extended August 22, 2007 and recorded August 30, 2007 as Document No. 0724260030

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

ADDRESS: 2946 W Belmont, Unit 2 and Unit 3, Chicago, IL

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF

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

**This Modification amends the mortgage so as to secure a total indebtedness of \$345,000.00 and extends the maturity date of the loan to June 1, 2011 per the terms of the Installment Note of even date.**

**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.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 25, 2008.

GRANTORS:

RAMIREZ BELMONT, LLC

BY: *Gregorio Ramirez*  
GREGORIO RAMIREZ, ITS MANAGER

LENDER:

ALBANY BANK & TRUST COMPANY, N.A.

BY: *Andrew Rosa*  
Andrew Rosa, Vice President

BY: *Michael A. Bentcover*  
Michael A. Bentcover, Senior President

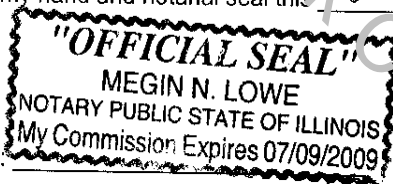
*Gregorio Ramirez*

### GRANTOR ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Gregorio Ramirez personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.

GIVEN under my hand and notarial seal this 19<sup>th</sup> day of May, 2008



*Megin N. Lowe*  
Notary Public

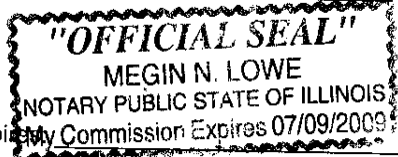
My commission expires:

### LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Andrew Rosa, Vice President and Michael A. Bentcover, Senior Vice President of Albany Bank & Trust Company, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.

GIVEN under my hand and notarial seal this 19<sup>th</sup> day of May, 2008.



*Megin N. Lowe*  
Notary Public

My commission expires:

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## EXHIBIT "A"

### PARCEL 1:

UNIT 2 AND 3 IN THE 2946 W. BELMONT CONDOMINIUMS, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0708515042 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE PARKING SPACE NUMBER P-2 AND P-3, AND STORAGE SPACE NUMBER S-2 AND S-3, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE PLAT OF SURVEY AND THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF UNIT NUMBERS 2 AND 3, AS SET FORTH IN THE DECLARATION; THE GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS AS SET FORTH IN SAID DECLARATION FOR THE REMAINING LAND DESCRIBED THEREIN.

P.I.N.: 13-24-321-018-0000

COMMONLY KNOWN AS: 2946 W. BELMONT, UNIT 2, UNIT 3, P-2, P-3, S-2, S-3  
CHICAGO, ILLINOIS