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Doc#: 0928108000 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/08/2009 07:36 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634



WHEN RECORDED MAIL TO:
Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634

Doc#: Fee: \$2.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/08/2009 07:36 AM Pg: 0

SEND TAX NOTICES TO:
Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634

FOR RECORDER'S USE ONLY

CTIC-HE

H2395101

This Modification of Mortgage prepared by:
Robert Sztremmer, Loan Processor
Belmont Bank & Trust Company
8250 West Belmont Avenue
Chicago, IL 60634

Handwritten signature/initials

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 19, 2009, is made and executed between 51st Place Enterprises, LLC (referred to below as "Grantor") and Belmont Bank & Trust Company, whose address is 8250 West Belmont Avenue, Chicago, IL 60634 (referred to below as "Lender")

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 19, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated August 19, 2008 and recorded with the Cook County Recorder of Deeds September 11, 2008 as document number 0825535013.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2143 W 51st Place, Chicago, IL 60609. The Real Property tax identification number is 20-07-302-001-0000 & 20-07-302-045-0000 & 20-07-305-001-0000 & 20-07-305-034-0000.

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

This Modification changes the maturity of the Indebtedness to February 19, 2010. Grantor also acknowledges that "Waiver of the Right of Redemption" and "Liens and Encumbrances" paragraphs included below further modify the Mortgage to the extent described therein. Indebtedness was originally evidenced by Promissory Note dated August 19, 2008 in the principal amount of \$400,000.00, and is now evidenced by Promissory Note dated August 19, 2009 and maturing February 19, 2010 in the principal amount of \$399,823.57.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 9000000820

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 29th day of SEPTEMBER, 2009 before me, the undersigned Notary Public, personally appeared Michael Passarelli, Authorized Signer of 51st Place Enterprises, LLC, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Annette M. Narducy Residing at CHICAGO, IL 60609

Notary Public in and for the State of ILLINOIS

My commission expires 11/28/2012



PROPOSED COOK County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 9000000820

Page 4

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 30th day of September, 2009 before me, the undersigned Notary Public, personally appeared JOSE O TORRES and known to me to be the SUT, authorized agent for **Belmont Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Belmont Bank & Trust Company**, duly authorized by **Belmont Bank & 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 **Belmont Bank & Trust Company**.

By Agnieszka Czornak (Residing at _____)

Notary Public in and for the State of _____

My commission expires _____



PROPOSED BY COOK County Clerk's Office

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(Continued)**

Loan No: 9000000820

Page 2

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 endorser 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.

WAIVER OF THE RIGHT OF REDEMPTION. Notwithstanding any of the provisions to the contrary contained in the Mortgage, Grantor hereby waives, to the extent permitted under 735 ILCS 5/15-1601(b) or any similar law existing after the date of the mortgage, any and all rights of redemption on Grantor's behalf and on behalf of any other persons permitted to redeem the property.

LIENS AND ENCUMBRANCES. Grantor shall keep the premises free from liens of mechanics and materialmen and from all other liens, charges, and encumbrances of whatever nature, regardless of (i) whether the same arise voluntarily or involuntarily on the part of Grantor and (ii) whether the same are subordinate to, prior to, or on a parity with the lien of this Lender, and shall furnish to Lender satisfactory evidence of the payment and discharge of any such liens, charges, and encumbrances, asserted or claimed to exist against the premises, excepting, however, any lien or encumbrance expressly consented to by Lender with respect to which Grantor shall pay, when due, the indebtedness secured thereby and upon Lender's request, furnish to Lender satisfactory evidence of such payment or payments and except as to any lien being contested by the Grantor in good faith and for which a bond or title indemnity has been secured by the Grantor for the express protection of the secured position of the Lender with a title insurance company or other company acceptable to the Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 19, 2009.

GRANTOR:

51ST PLACE ENTERPRISES, LLC

By: Michael Passarelli, Authorized Signer of 51st Place Enterprises,
LLC

LENDER:

BELMONT BANK & TRUST COMPANY

X 

Authorized Signer

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EXHIBIT A

Legal Description:

PARCEL 1:

LOTS 1, 2, 3, 4, AND 5 AND THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 1, 2 AND 3 AFORESAID, IN MUTT AND WALLECK'S SUBDIVISION OF WEST 1/2 OF LOTS 1 AND 4 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 46, 47 AND 48 AND THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING SAID LOTS AND ALL OF VACATED 51ST PLACE LYING SOUTH AND ADJOINING SAID LOTS 46, 47 AND 48 IN MUTT AND WALLECK'S SUBDIVISION OF WEST 1/2 OF LOTS 1 AND 4 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 50 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 475 FEET OF THE WEST 525 FEET OF LOTS 5 AND 8 IN INGELHART'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 AND 50 IN BLOCK 9 IN MELTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 9, 10, 11 AND 12 IN INGELHART'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-07-302-001-0000
20-07-302-045-0000
20-07-305-001-0000
20-07-305-034-0000

CKA: 2143 W 51st Place
Chicago, IL 60609