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RECORDATION REQUESTED BY:

Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634



Doc#: 1032035065 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/16/2010 10:32 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:

Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634

SEND TAX NOTICES TO:

Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Robert Sztremer
Belmont Bank & Trust Company
8250 West Belmont Avenue
Chicago, IL 60634

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 8, 2010, is made and executed between Michael Lopatinsky (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 January 21, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated January 21, 2010 and recorded with Cook County Recorder of Deeds on January 29, 2010 as document number 1002908307.

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

UNIT 1500C, IN BALLANTRAE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE EAST 165 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 25439632, TOGETHER WITH AN UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 620 Ballantrae Drive, Unit 1500C, Northbrook, 60062. The Real Property tax identification number is 04-02-301-029-1045.

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

The maturity date of the Indebtedness is hereby changed to October 5, 2011 and the amount of the indebtedness is hereby increased to \$250,000.00. The Indebtedness was originally evidenced by Promissory Note dated January 21, 2010 in the original maximum principal amount of \$150,000.00, and is now evidenced by Promissory Note dated October 8, 2010 in the maximum principal amount of

20X 441

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 9000001282

Page 2

\$250,000.00.

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 OCTOBER 8, 2010.

GRANTOR:

X 
 Michael Lopatinsky

LENDER:

BELMONT BANK & TRUST COMPANY

X 
 Authorized Signer

Seal of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 9000001282

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Michael Lopatinsky**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2th day of October, 2010.

By [Signature] Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 09/08/2014



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 15th day of October, 2010 before me, the undersigned Notary Public, personally appeared Jose O. Torres and known to me to be the VP, 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 [Signature] Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 09/08/2014

