

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 1104040065 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/09/2011 10:42 AM Pg: 1 of 5

**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**

204006

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

BOX 441

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated January 18, 2011, is made and executed between Dolyva Properties, LLC - 1517 N. Rockwell St. (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 July 2, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated July 2, 2010 and recorded with Cook County Recorder of Deeds on July 14, 2010 as document number 1019547127.

**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 1517 N Rockwell Street, Chicago, IL 60622. The Real Property tax identification number is 16-01-204-021-0000.

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

This modification hereby increases the amount of indebtedness to \$200,000.00, changes the interest rate charged to 7.250% fixed (365/360 method), and changes the monthly payment due to \$1,458.61 principal and interest plus applicable tax escrow. The Indebtedness was originally evidenced by Promissory Note dated July 2, 2010 in the amount of \$60,000.00, then by Promissory Note dated August 24, 2010 in the amount of \$175,000.00, and is now evidenced by Promissory Note dated January 18, 2011 in the principal amount of \$200,000.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

Box 441

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P 5  
S N  
SC Y  
INT AR

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 8700001414

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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.

**CLASS WAIVER.** All parties to this instrument agree that each party hereto may bring claims against the other only in its individual capacity, and not as a plaintiff or class representative or class member in any purported class or representative proceeding. Further, each party agrees that the court may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**DISCLAIMER.** Each of the undersigned expressly disclaims any reliance on any oral representation made by Lender with respect to the subject matter of this Agreement. Each of the undersigned acknowledges and agrees that Lender is specifically relying upon the representations, warranties, releases and agreements contained herein.

**RELEASE.** Each of the undersigned hereby releases and forever discharges Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

**NO DEFENSES.** Each of the undersigned represents to Lender that he has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral.

**REAFFIRMATION OF LOAN DOCUMENTS.** Except as expressly herein provided, the undersigned each hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in any or all documents related to the loan from Lender (the "Loan Documents"), and further agree that said terms, provisions, representations and warranties shall remain in full force and effect. The undersigned further acknowledge that nothing contained herein shall be construed to limit or otherwise release the liability or obligations of any Borrower or Guarantor under the Loan Documents.

**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 18, 2011.**

GRANTOR:

DOLYVA PROPERTIES, LLC - 1517 N. ROCKWELL ST.

By: 

Krzysztof J. Doliwa, Member and Manager of Dolyva Properties, LLC - 1517 N. Rockwell St.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8700001414

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LENDER:

BELMONT BANK & TRUST COMPANY

x [Signature]  
Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

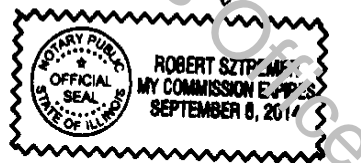
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 18th day of January, 2011 before me, the undersigned Notary Public, personally appeared **Krzysztof J. Doliwa, Member and Manager of Dolyva Properties, LLC - 1517 N. Rockwell St.**, 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 [Signature] Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 09/08/2014



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8700001414

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### LENDER ACKNOWLEDGMENT

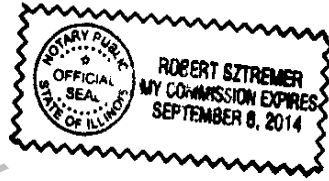
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 18th day of January, 2011 before me, the undersigned Notary Public, personally appeared David Dasley and known to me to be the AMP, 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



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EXHIBIT A

LOT 22 IN BLOCK 4 IN WINSLOW, JACOBSON AND TALLMAN'S SUBDIVISION OF THE  
NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-01-204-021-0000

CKA: 1517 North ROCKWELL , Chicago, IL, 60622

ALTA Commitment  
Schedule C

Property of Cook County Clerk's Office