

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 1136208379 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/28/2011 03:34 PM Pg: 1 of 4

**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 December 5, 2011, is made and executed between Sergio Capital, 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 November 27, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated November 27, 2010 and recorded with the Cook County Recorder of Deeds on January 3, 2011 as document number 1100308570.

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

UNIT 604-A IN THE CARL SANDBURG VILLAGE CONDOMINIUM NO. 2, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: A PORTION OF LOT 5 IN CHICAGO LAND CLEARANCE COMMISSION NO. 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS ALL IN THE NORTH EAST IA OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1460 N Sandburg Terrace, Unit #604A, Chicago, IL 60610. The Real Property tax identification number is 17-04-207-086-1084.

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

The Indebtedness is hereby evidenced by Promissory Note dated November 27, 2010 in the original maximum principal amount of \$30,000.00 with all of its renewals and modifications and most recently modified by Promissory Note dated December 5, 2011 in the maximum principal amount of \$30,000.00 with monthly payments of interest only at WSJ Prime + 2.75% margin interest rate per annum and

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(Continued)**

Loan No: 9000001039

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maturing on December 5, 2012. .

**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 DECEMBER 5, 2011.**

GRANTOR:

SERGIO CAPITAL, LLC

By: Graziella Sergio, Sole Member & Manager of Sergio Capital,  
LLC

LENDER:

BELMONT BANK &amp; TRUST COMPANY

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

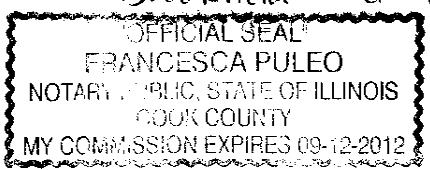
STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 5<sup>th</sup> day of December, 2011 before me, the undersigned Notary Public, personally appeared **Graziella Sergio, Sole Member & Manager of Sergio Capital, 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 Francesca Puleo Residing at 3011 Prairie

Notary Public in and for the State of IL

My commission expires 9/12/2012



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9000001039

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 5<sup>th</sup> day of December, 2011 before me, the undersigned Notary Public, personally appeared Robert Schwener and known to me to be the Loan Proceeds, 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 Francesca Puleo Residing at 3041 Prairie

Notary Public in and for the State of IL Brookfield IL 60523

My commission expires 9/12/2012

