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**RECORDATION REQUESTED BY:**

Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173



Doc#: 1204049064 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/09/2012 02:42 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2012, is made and executed between Delia Peterson, a married woman, whose address is 6149 Kilbourn Avenue, Chicago, IL 60646 (referred to below as "Grantor") and Diamond Bank FSB, whose address is 1051 Perimeter Drive, Schaumburg, IL 60173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 1, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage recorded March 16, 2010 in the office of Cook County Recorder as Document #1007549013.**

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

**PARCEL 1:**

UNIT 2025-A, IN 2025 BELMONT CONDOMINIUMS ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 9 IN OWNER'S SUBDIVISION OF PART OF THE EAST 1/2 OF LOT 17 IN SNOW ESTATES SUBDIVISION OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY BLOOMHILL HOMES, INC., RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 0010246691, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-1, LIMITED COMMON ELEMENT AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0010246691.

The Real Property or its address is commonly known as 2025 W. Belmont Avenue, Unit 1, Chicago, IL 60618. The Real Property tax identification number is 14-30-106-095-1001.

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

PRECISION TITLE DB020612-5 ACCOMMODATION

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## MODIFICATION OF MORTGAGE (Continued)

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### RECITALS:

A. Lender made a loan (the "Loan") to Borrowers in the principal amount of \$193,000.00, as evidenced by a Promissory Note dated January 1, 2010, in the principal amount of the Loan made payable by Borrowers to the order of Lender ("Original Note"). Pursuant to the terms of a Business Loan Agreement dated January 1, 2011, the Loan was renewed and in evidence thereof the Original Note was replaced by that certain Promissory Note dated January 1, 2011 in the original principal amount of \$190,050.74 ("1st Renewal Note").

B. The 1st Renewal Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 2025 W. Belmont Avenue, Unit 1, Chicago, IL 60618 (the "Property"), (ii) that certain Assignment of Rents dated January 1, 2010, recorded March 16, 2010 in the office of Cook County Recorder as Document No. 1007549014 (the "Assignment of Rents") on the Property. The Business Loan Agreement, the 1st Renewal Note, the Mortgage, the Assignment of Rents and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding 1st Renewal Note principal balance is \$186,819.02.

D. The 1st Renewal Note matured on January 1, 2012. The Borrowers have requested that Lender extend the maturity date of the 1st Renewal Note until January 1, 2015 and Lender is willing to extend the maturity date until January 1, 2015 on the terms and conditions set forth hereinafter.

### AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender and Borrowers to modify the Loan Documents, as provided herein, (iii) Borrowers' agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **1. Extension of the Maturity Date.**

(a) The Maturity Date for the Loan is hereby amended and extended from January 1, 2012 to January 1, 2015. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean January 1, 2015.

(b) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrowers or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrowers and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

**2. Renewal Note.** Contemporaneously with the execution of this Agreement a promissory note of even date herewith shall be executed by Borrowers (the "2nd Renewal Note") in the principal amount of \$186,819.02, having a maturity date of January 1, 2015. The 2nd Renewal Note shall restate and replace the 1st Renewal Note and is not a repayment or novation of the 1st Renewal Note or of the Original Note. All references in any and all Loan Documents to the "Note" shall now include the 2nd Renewal Note. Notwithstanding any other provision contained in the Loan Documents, the interest rate and principal and interest payments applicable to the Loan shall be as set forth in the 2nd Renewal Note. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall include the 2nd Renewal Note.

**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

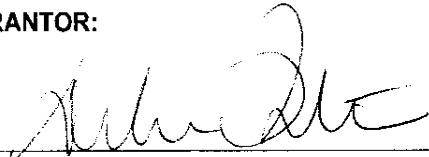
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(Continued)**

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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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**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 1, 2012.**

GRANTOR:

x   
 \_\_\_\_\_  
 Delia Peterson

LENDER:

DIAMOND BANK FSB

x   
 \_\_\_\_\_  
 Authorized Officer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 COUNTY OF Will )

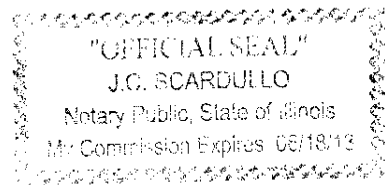
On this day before me, the undersigned Notary Public, personally appeared **Delia Peterson**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 30<sup>th</sup> day of January, 2012.

By J.C. Scardullo Residing at Diamond Bank

Notary Public in and for the State of IL

My commission expires 6/18/13



### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 COUNTY OF Will )

On this 30<sup>th</sup> day of January, 2012 before me, the undersigned Notary Public, personally appeared Liza Willett and known to me to be the VP, authorized agent for **Diamond Bank FSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Diamond Bank FSB**, duly authorized by **Diamond Bank FSB** 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 **Diamond Bank FSB**.

By J.C. Scardullo Residing at Diamond Bank

Notary Public in and for the State of IL

My commission expires 6/18/13

