

# UNOFFICIAL COPY



WHEN RECORDED MAIL TO:  
Village Bank & Trust  
234 West Northwest Highway  
Arlington Heights, IL 60004

Doc#: 1222133063 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/08/2012 01:09 PM Pg: 1 of 4

This Modification of Mortgage prepared by:  
K. Ganjani  
Village Bank & Trust  
234 West Northwest Highway  
Arlington Heights, IL 60004

**BOX 162**  
12220-81

G'Osner Title Services, Inc.  
152 West Hubbard Street  
Chicago, IL 60610

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 13, 2012, is made and executed between DBD LLC (referred to below as "Grantor") and Village Bank & Trust, whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 27, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage recorded on October 24, 2007 in the Cook County Recorder of Deeds as Document Number 0729755029.

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

PARCEL 1: UNIT 1615C (LOT 1) BEING THAT PART OF LOT 1 IN BLOCK 3 IN STOLTZNER'S ARLINGTON NORTH, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1: THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 72.88 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE A DISTANCE OF 15.99 FEET FOR THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE NORTHERLY EXTENSION OF THE CENTERLINE OF A PARTY WALL; THENCE SOUTH 00 DEGREES 20 MINUTES 53 SECONDS WEST ALONG THE CENTERLINE OF A PARTY WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS, A DISTANCE OF 59.24 FEET; THENCE SOUTH 89 DEGREES 44 DEGREES 49 MINUTES EAST A DISTANCE OF 22.70 FEET TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF A PARTY WALL; THENCE NORTH 00 DEGREES 20 MINUTES 53 SECONDS WEST ALONG THE CENTERLINE OF A PARTY WALL AND ITS SOUTHERLY AND NORTHERLY EXTENSIONS A DISTANCE OF 59.24 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 50 SECONDS WEST A DISTANCE OF 22.70 FEET TO THE POINT OF BEGINNING.

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DEFINED IN DECLARATION FOR 12 OAKS AT NORTH ARLINGTON TOWNHOMES DATED 9/24/2003 AND RECORDED

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## MODIFICATION OF MORTGAGE (Continued)

10/15/2003 AS DOCUMENT 0328818158 FOR THE PURPOSE OF INGRESS AND EGRESS OVER TOWNHOME MAINTENANCE AREA AS DEFINED IN SECTION 2.04 OF THE DECLARATION AFORESAID.

The Real Property or its address is commonly known as 1615 N. Arlington Heights Road, Arlington Heights, IL 60004. The Real Property tax identification number is 03-20-111-048.

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

**The Maximum Lien provision of said Mortgage shall be amended and restated as follows:**

Change interest rate to 5.5% fixed.

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$168,843.42 .

**The definition of the Note secured by said Mortgage shall be amended and restated as follows:**

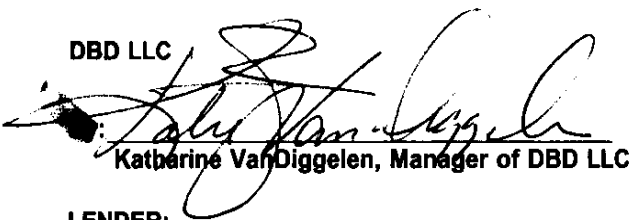
**Note.** The word "Note" means that certain Promissory Note dated September 27, 2007 in the original principal amount of \$182,137.51 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

**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 JULY 13, 2012.**

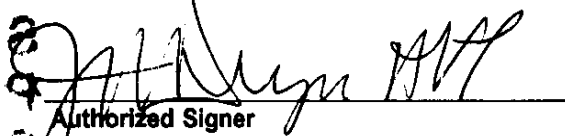
**GRANTOR:**

DBD LLC

  
Katharine VanDiggelen, Manager of DBD LLC

**LENDER:**

VILLAGE BANK & TRUST

  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

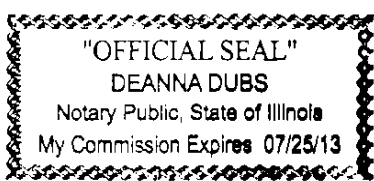
COUNTY OF \_\_\_\_\_ )

On this 13 day of JULY, 2012 before me, the undersigned Notary Public, personally appeared **Katharine VanDiggelen, Manager of DBD 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 Deanna Dubs Residing at ARL #75

Notary Public in and for the State of ILLINOIS

My commission expires 7-25-2013



County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

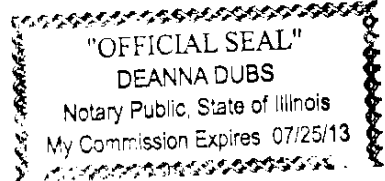
STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 13 day of JULY, 2012 before me, the undersigned Notary Public, personally appeared JANE DREZEN and known to me to be the AVP, authorized agent for **Village Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Village Bank & Trust**, duly authorized by **Village Bank & Trust** 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 **Village Bank & Trust**.

By Deanna Dubs Residing at ARL HTS

Notary Public in and for the State of ILLINOIS

My commission expires 7-25-2013



Cook County Clerk's Office