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**RECORDATION REQUESTED BY:**

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

Doc#: 1227646021 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/02/2012 10:02 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**

H252923910

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**This Modification of Mortgage prepared by:**

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

CTIC-HE

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated September 10, 2012, is made and executed between 6001-6007 W. Grand Ave., 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 January 31, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Construction Mortgage** dated January 31, 2008 and recorded with the Cook County Recorder of Deeds on April 8, 2008 as document number 0809935149.

**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 6007 W Grand Ave, Chicago, IL 60639. The Real Property tax identification number is ~~13-32-123-000-0000~~ 13-32-123-065-0000

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

- (i) Maturity Date of the Indebtedness is hereby extended to September 10, 2017.
- (ii) The Indebtedness is evidenced by original Promissory Note dated January 31, 2008 from Diamond Properties Group, LLC to Lender in the original principal amount of \$1,332,000.00, with all of its renewals and modifications and most recently modified by Promissory Note dated September 10, 2012 from 6001-6007 W. Grand Ave., LLC and Diamond Properties Group, LLC to Lender in the principal amount of \$1,240,193.89 with monthly payments of \$8,722.08 principal and interest based on 6.250% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8700000484

Page 2

principal on September 10, 2017.

(iii) Other paragraphs included elsewhere in this document further modify the Mortgage to the extent described therein.

**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.

**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.

**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.

**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.

**WAIVER OF THE RIGHT OF REDEMPTION.** Notwithstanding any of the provisions to the contrary contained in the Mortgage, Grantor hereby waives, to the extent permitted under 735 ILCS 5/15-1601(b) or any similar law existing after the date of the Mortgage, any and all rights of redemption on Grantor's behalf and on behalf of any other persons permitted to redeem the property.

**REAL ESTATE TAX ESCROW.** Lender will initiate real estate tax escrow account ("Escrow") in the event of non-payment of a real estate tax installment assessed on any collateral real estate. Escrow will include all real estate used as collateral. Escrow payments will be billed monthly on the same due date as principal and/or interest payments required by Promissory Note. Failure to make these Escrow payments will constitute an Event of Default.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8700000484

Page 3

**LEASE RENEWALS.** Lease Agreements and Rent Roll on all collateral real estate shall be provided to the Lender annually or when requested.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 10, 2012.**

**GRANTOR:**


6001-6007 W. GRAND AVE., LLC

By:   
George Liakopoulos, Member & Manager of 6001-6007 W. Grand Ave., LLC

By:   
Patty Laskaris, Member & Manager of 6001-6007 W. Grand Ave., LLC

**LENDER:**

BELMONT BANK & TRUST COMPANY

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8700000484

Page 5

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 10<sup>th</sup> day of September, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared Mr Robert Sztremer and known to me to be the Loan Processor, 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 Valentyna Jakuts Residing at Chicago

Notary Public in and for the State of IL

My commission expires 04/03/16



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**PARCEL 2:**

THE WEST 11 FEET OF LOT 3 AND ALL OF LOT 4 IN GRAND AVENUE ESTATES, BEING A SUBDIVISION OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 466 FEET THEREOF) ACCORDING TO THE PLAT FILED IN THE REGISTRAR'S OFFICE AS DOCUMENT 40221, IN COOK COUNTY, ILLINOIS.

Pin # 13-32-123-065-0000

Property of Cook County Clerk's Office