

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 1233446225 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/29/2012 02:59 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

032010223

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**This Modification of Mortgage prepared by:**

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

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated October 31, 2012, is made and executed between BRADLEY M. FALK AND LESLI L. FALK, HIS WIFE, TENANTS BY THE ENTIRETY (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 December 14, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded with Cook County Recorder of Deeds on December 23, 2009 as document number 0935746041.**

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

LOTS 67, 68 AND 69 TAKEN AS A TRACT (EXCEPT THE SOUTH 40.0 FEET THEREOF) IN THE SUBDIVISION BY THE TRUSTEES OF THE CHICAGO LAND COMPANY OF BLOCK 33 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1827 N Honore Street, Chicago, IL 60622. The Real Property tax identification number is 14-31-411-051-0000.

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

- (i) Maturity Date of the Indebtedness is hereby extended to November 10, 2013.
- (ii) The Indebtedness is evidenced by original Promissory Note dated December 14, 2009 in the original maximum principal amount of \$350,000.00, with all of its renewals and modifications and most recently modified by Promissory Note dated October 31, 2012 in the maximum principal amount of \$350,000.00 with monthly payments of interest only calculated based on the Belmont Prime index, currently at 4.250%,

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(Continued)**

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plus a margin of 1.000% with a floor of 6.000% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on November 10, 2013  
 (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.

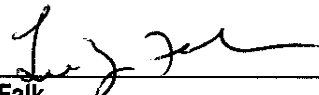
**RELEASE.** Each of the undersigned hereby releases and forever discharges Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with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

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 31, 2012.**

GRANTOR:

X   
 \_\_\_\_\_  
 Bradley M. Falk

X   
 \_\_\_\_\_  
 Lesli L. Falk

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## MODIFICATION OF MORTGAGE (Continued)

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LENDER:

BELMONT BANK & TRUST COMPANY

X   
Authorized Signatory

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF Cook )

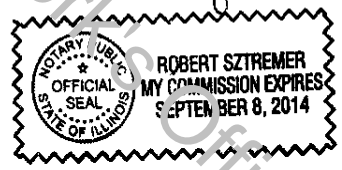
On this day before me, the undersigned Notary Public, personally appeared **Bradley M. Falk and Lesli L. Falk**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of November, 2012.

By  Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 09/08/14



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9000001255

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 7<sup>th</sup> day of November, 2012 before me, the undersigned Notary Public, personally appeared Robert Szremer 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 V. Kryz Residing at Chicago  
 Notary Public in and for the State of IL

My commission expires 04/03/2016

