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RECORDATION REQUESTED BY:

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



Doc#: 1235446021 Fee: \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/19/2012 09:51 AM 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

H25271704

This Modification of Mortgage prepared by:

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

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 5, 2012 is made and executed between Michael Lopatinsky (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 21, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated January 21, 2010 and recorded with Cook County Recorder of Deeds on January 29, 2010 as document number 1002908307.

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

UNIT 1500C, IN BALLANTRAE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE EAST 165 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 25439632, TOGETHER WITH AN UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 620 Ballantrae Drive, Unit 1500C, Northbrook, IL 60062. The Real Property tax identification number is 04-02-301-029-1045.

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

The maturity date of the Indebtedness is hereby set to October 5, 2013 as evidenced by original Promissory Note dated January 21, 2010 in the original maximum principal amount of \$150,000.00 with all of its renewals and modifications and most recently modified by Promissory Note dated October 5, 2012 in the maximum principal amount of \$350,000.00.

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(Continued)**

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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.

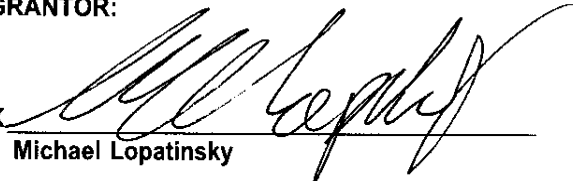
REAFFIRMATION OF LOAN DOCUMENTS. Except as expressly herein provided, the undersigned each hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in any or all documents related to the loan from Lender (the "Loan Documents"), and further 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.

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 5, 2012.

GRANTOR:

x 
Michael Lopatinsky

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

BELMONT BANK & TRUST COMPANY

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

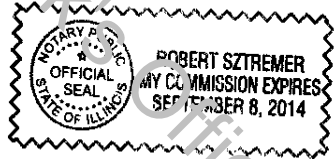
On this day before me, the undersigned Notary Public, personally appeared **Michael Lopatinsky**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

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

By [Signature] Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 09/08/2014



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
)

On this 7th day of November, 2012 before me, the undersigned Notary Public, personally appeared 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 V. Skyy Residing at Chicago

Notary Public in and for the State of IL

My commission expires 04/03/2016



PUBLIC CLERK'S OFFICE
 COOK COUNTY