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### **RECORDATION REQUESTED BY:**

Oxford Bank & Trust Corporate Office 1111 W. 22nd Street, Suite 800 Oak Brook, IL 60523

#### WHEN RECORDED MAIL TO:

Oxford Bank & Trust Corporate Office 1111 W. 22nd Street, Suite 800 Oak Brook, IL 69523



Doc#: 1318608006 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/05/2013 12:02 PM Pg: 1 of 4

SEND TAX NOTICES TO

Demetrios Arvanitis e/v/o James Arvanitis Ioannis Arvanitis a/k/a John Arvanitis 15221 St. Andrews Drive Orland Park, IL 60462

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Joyce B. Whaley#8351013-3 (RDS), Senior Loan Processor

Oxford Bank & Trust 1111 W. 22nd Street, Suite 800 Oak Brook, IL 60523 ORIGINAL

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 6, 2013, is made and executed between As to loannis Arvanitis, a/k/a John Arvanitis, as to an undivided 1/2 interest; as to Dimitrio Arvanitis, a/k/a James Arvanitis and/or Dimitrio Arvanitis, as to an undivided 1/2 interest, on the property located at 14631 S. LaGrange Rd. in Orland Park, IL. (referred to below as "Grantor") and Oxford Bank & Trust, whose address is 1111 W. 22nd Street, Suite 800, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 6, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 13, 2008 in the Cook County Recorder of Deeds as document number #0813422059.

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

LOT 4 IN RICHMOND'S SUBDIVISION, BEING A TRACT OF LAND IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 14631 S. LaGrange Rd., Orland Park, IL 60462. The Real Property tax identification number is 27-10-100-048-000.

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

Extend the maturity date on the promissory note from May 6, 2013 to May 6, 2018. The loan will increase from \$1,512,228.98 to \$1,512,818.48. The interest rate will change from 5.450% fixed to

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### MODIFICATION OF MORTGAGE (Continued)

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4.69% fixed. New principal and interest payments in the amount of \$9,741.00 will begin with the June 6, 2013 and will continue until paid in full or loan maturity. At this time Oxford Bank & Trust is adding a 3%, 2%, 1%, 1%, 0% prepayment penalty to the loan. Also 100% of shareholder debt will be subordinated to Oxford Bank & Trust. All other terms and conditions remain the same.

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 to 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 AL IS MA AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 6, 2013.

**GRANTOR:** Demetrios Arvaritis a/k/a James Arvanitis

LENDER:

**OXFORD BANK & TRUST** 

**Authorized Signer** 

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8351013-3	(Continued)	Page 3
INC	DIVIDUAL ACKNOWLEDGMENT	
STATE OF JUINDIS	) ) SS	
COUNTY OF DUPHY	)	
Arvanitis and Ioannis Arvanitis a/k/a J	(-\U)	dividuals described in and who
By muonua	llej Residing at	
Notary Public in and for the State of	TUILINGS goods	'OFFICIAL SEAL"
My commission expires 6 (13/2	Not My Co	JOYCE 8. WHALEY ary Public, State of Illinois commission Expires 06/13/16
L	ENDER ACKNOWLEDGMENT	
STATE OF THINDS	) ss	6
acknowledged said instrument to be authorized by Oxford Bank & Trust th	SCHOLOVITY and known to me to be a Bank & Trust that executed the within the free and voluntary act and deed or ough its board of directors or otherwise that he or she is authorized to execute the second of the content of the conte	f Oxford Bank & Trust, duly se, for the uses and purposes
By Jone ( ) Wall	Residing at	
Notary Public in and for the State of $\frac{1}{2}$ My commission expires $\frac{6132}{2}$	UL O Noter My Con	OFFICIAL SEAL"  OYCE B. WHALEY  y Public, State of Illinois  nmission Expires 06/13/16

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### **MODIFICATION OF MORTGAGE**

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(Continued)

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