

RECORDATION REQUESTED BY:

**Belmont Bank & Trust
Company
8250 W Belmont Ave
Chicago, IL 60634**

WHEN RECORDED MAIL TO:

**Belmont Bank & Trust
Company
8250 W Belmont Ave
Chicago, IL 60634**

SEND TAX NOTICES TO:

**Belmont Bank & Trust
Company
8250 W Belmont Ave
Chicago, IL 60634**

FOR RECORDER'S USE ONLY

H25328256

This Modification of Mortgage prepared by:

**Robert Sztremmer
Belmont Bank & Trust Company
8250 W Belmont Ave
Chicago, IL 60634**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 27, 2013, is made and executed between Mohammed Ali M. Gandhi and Safiya M. Gandhi (referred to below as "Grantor") and Belmont Bank & Trust Company, whose address is 8250 W Belmont Ave, Chicago, IL 60634 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 27, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded with Cook County Recorder of Deeds on March 25, 2008 as document number 0808542168.

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 Parcel 1: 7333-35 N Monticello Ave, Skokie, IL 60076, Parcel 2: 2401 W Devon Ave, Chicago, IL 60659, Parcel 3: 2449-2451 W Devon Ave, Chicago, IL 60659, Skokie (Parcel 1), Chicago (Parcels 2 & 3), IL. The Real Property tax identification number is Parcel 1: 10-26-311-046-0000, Parcel 2: 13-01-207-010-0000, Parcel 3: 13-01-206-032-0000.

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

- (i) Maturity Date of the Indebtedness is hereby extended to August 15, 2018.**
- (ii) The Indebtedness is evidenced by original Promissory Note dated February 27, 2008 in the original principal amount of \$2,685,000.00, with all of its renewals and modifications and most recently modified by Change in Terms Agreement dated June 27, 2013 in the principal amount of \$2,549,616.66 with monthly payments of \$15,780.55 principal and interest calculated based on 5.500% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on August 15, 2016.**

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 8300000292

Page 2

(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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 27, 2013.

GRANTOR:

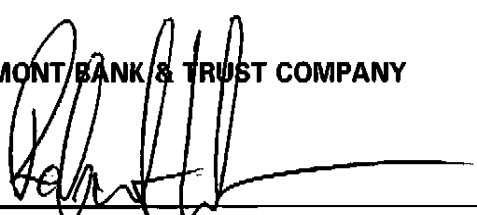
X 

Mohammed Ali M. Gandhi

X 

Safiya M. Gandhi

LENDER:

BELMONT BANK & TRUST COMPANY
X 

Authorized Signer

RECEIVED OF COOK COUNTY Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 8300000292

(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

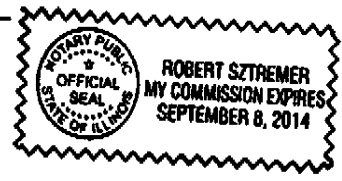
On this day before me, the undersigned Notary Public, personally appeared **Mohammed Ali M. Gandhi and Safiya M. Gandhi**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and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

Given under my hand and official seal this 15th day of July, 2013.

By [Signature] Residing at Chicago, IL

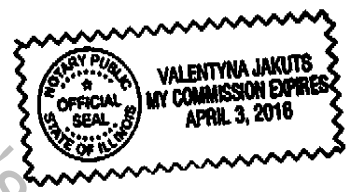
Notary Public in and for the State of IL

My commission expires 09/08/14



LENDER ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF Cook)



On this 15th day of July, 2013 before me, the undersigned Notary Public, personally appeared Robert Sztremmer 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 [Signature] Residing at Senauamburg

Notary Public in and for the State of IL

My commission expires 04/03/16

EXHIBIT A
UNOFFICIAL COPY
LEGAL DESCRIPTION

LOTS 13, 14, 15, 16 AND 17, (EXCEPT THAT PART OF LOT 17, TAKEN FOR WIDENING OF NORTHWESTERN AVENUE) IN BLOCK 8 IN DEVON WESTERN ADDITION TO ROGERS PARK, BEING A RESUBDIVISION OF LOTS 1 TO 24, BOTH INCLUSIVE, IN MARGARET FARBER'S SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY IS COMMONLY KNOWN AS: 2348-58 WEST DEVON AVENUE, CHICAGO, ILLINOIS

P.I.N. 11-31-312-041-0000

Property of Cook County Clerk's Office