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Doc#: 1401444047 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/14/2014 12:43 PM Pg: 1 of 6

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 15<sup>th</sup> day of December 2013, between Zenoviy Miklyukh, a Married person, Sustainabuild, LLC, and Chicago Title Land Trust Co., as Trustee under the provisions of a certain Trust Agreement Dated March 1, 2011, and known as Trust No., 8002356671 ("Borrower") and **Taras Sakharevytch** ("Lender"), amends and supplements (1) the Mortgage ("October 2012 Mortgage"), dated October 18, 2012 and recorded with the Cook County Recorder of Deeds as document # 1230044075 on October 26, 2012, the (2) the Note bearing the same date as, and secured by, the October 2012 Mortgage, (3) the Loan Modification Agreement, dated May 8, 2013, and recorded May 21, 2013, with the Cook County Recorder of Deeds as document # 1314146086, and (4) the Mortgage (January 2013 Mortgage), dated January 10, 2013, and recorded with the Cook County Recorder of Deeds as document # 1301746005 on January 17, 2013, the (5) Note bearing the same date as, and secured by the January 10, 2013, Mortgage which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 3108 W. Walton, Units 202 & 302, Chicago, IL 60622, the real property described being set forth as follows:

### LEGAL DESCRIPTION:

See Attached Exhibit "A"

Permanent Tax No.: 16-01-313-047-1004 and 16-01-313-047-1006

Common Address: 3108 W. Walton, Units 202 & 302, Chicago, IL 60622

Together with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of December 1, 2013, the amount payable under the October 2012 Mortgage Note and the Security Instrument is \$196,819.79 (U.S.), consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. As of December 1, 2013, the amount payable under the January 2013 Mortgage Note and the Security Instrument is \$150,000.00 (U.S.), consisting of the

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amount(s) loaned to Borrower by Lender and any interest capitalized to date.

3. The amounts listed in Paragraphs 1 and 2 above shall be known as the "Unpaid Principal Balance." The total Unpaid Principal Balance as of December 1, 2013 is \$346,819.79 (U.S.).

4. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 15% from December 15, 2013. Interest payments should be paid Monthly, in advance with a final payment of all principal and interest accrued and unpaid on November 15, 2014, unless sooner accelerated as provided for in the Note.

Borrower will make such payments as described in the Note or at such other place as Lender may require.

5. If all or any part of the Property or any Interest in the Property is sold or transferred without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void as of the date specified in paragraph No. 1 above:

all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note:

Nothing in the Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

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IN WITNESS WHEREOF, Borrower has caused this Loan Modification Agreement to be executed as of the date first above written.

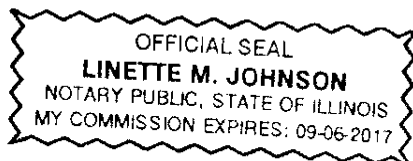
By: Tune Stout, Trust officer  
 Chicago Title Land Trust Co, Trustee  
 Trust Agreement Dated March 1, 2011,  
 And Known As Trust No. 8002356671

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

**ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Tune Stout Trust officer personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 6<sup>th</sup> day of January 2014 ~~December 2013~~.



[Signature]  
 Notary Public

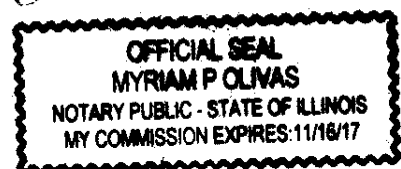
Zenoviy Miklyukh

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Zenoviy Miklyukh personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20<sup>th</sup> day of December, 2013.

[Signature]  
 Notary Public



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[Signature]  
SUSTAINABUILD, LLC

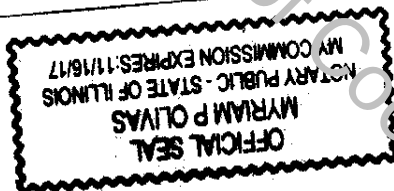
By: OLIANA Mikhlyukh

Its: President

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Olana Mikhlyukh personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. January, 2014

Given under my hand and official seal this 6th day of December, 2013.



[Signature]  
Notary Public

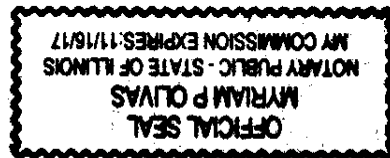
[Signature]  
Taras Sakharevytch

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Taras Sakharevytch personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of December, 2013.

[Signature]  
Notary Public



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## LEGAL DESCRIPTION RIDER

PARCEL 1: UNIT 202 AND UNIT 302 IN 3108-10 W. WALTON CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: A SUBDIVISION OF LOT 32, IN OVIATT'S SUBDIVISION OF LOTS 44 TO 52, BOTH INCLUSIVE OF MC ILROY'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 27, 2007 AS DOCUMENT 0723903112 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY THE DECLARATION RECORDED AUGUST 27, 2007 AS DOCUMENT 072303112.

PTN 16-01-313-047-1004 (UNIT 202) AND 16-01-313-047-1006 (UNIT 302)

3108 W. WALTON, UNITS 202 & 302, CHICAGO, IL 60622

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**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 2011 AND KNOWN AS TRUST NUMBER 8002356671 ATTACHED TO AND MADE A PART OF LOAN MODIFICATION AGREEMENT DATED DECEMBER 15, 2013 WITH TARAS SAKHAREVYTCH (LENDER)**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.