

**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**

A238715

**This Modification of Mortgage prepared by:**

Valentina Jakuts, Loan Processor  
Belmont Bank & Trust Company  
8250 W Belmont Ave  
Chicago, IL 60634

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated November 10, 2014, is made and executed between Maywood 5th, LLC (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 July 10, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with Cook County Recorder of Deeds on July 28, 2009 as document number 0920926006.

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

LOTS 14 TO 20 IN BLOCK 91 IN MAYWOOD, A SUBDIVISION IN PARTS OF SECTIONS 2, 11, AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 518 South 5th Avenue, Maywood, IL 60163. The Real Property tax identification number is 15-11-327-008-0000 & 15-11-327-009-0000 & 15-11-327-011-0000 & 15-11-327-012-0000.

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

- (i) **Maturity Date of the Indebtedness is hereby extended to November 10, 2019.**
- (ii) The Indebtedness is evidenced by original Promissory Note dated July 10, 2009 in the original principal amount of \$225,000.00 with all of its renewals and modifications and most recently modified by Change in Terms Agreement dated July 10, 2014 in the principal amount of \$206,311.18 with monthly payments of \$1,678.96 principal and interest calculated based on 7.500% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on November 10, 2019.
- (iii) Other paragraphs included elsewhere in this document further modify the Mortgage to the extent

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

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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.

**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.

**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 NOVEMBER 10, 2014.**

GRANTOR:

MAYWOOD 5TH, LLC

By: 

John Argianas, Member and Manager of Maywood 5th, LLC

LENDER:

BELMONT BANK &amp; TRUST COMPANY

X \_\_\_\_\_

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

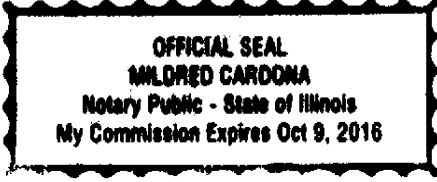
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 17 day of NOV, 2014 before me, the undersigned Notary Public, personally appeared **John Argianas, Member and Manager of Maywood 5th, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires Oct 9, 2016



Property of Cook County Clerk's Office