

**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**

**This Modification of Mortgage prepared by:**

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

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated March 18, 2015, is made and executed between 335 West, inc. (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 March 7, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with Cook County Recorder of Deeds on June 7, 2011 as document number 1115812055.

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

LOT 1 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 335 W 31st Street, Chicago, IL 60618. The Real Property tax identification number is 17-33-200-003-0000.

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

- (i) **Maturity Date of the indebtedness is hereby extended to March 7, 2020.**
- (ii) The indebtedness is evidenced by original Promissory Note dated March 11, 2011 in the original principal amount of \$410,000.00, with all of its renewals and modifications and most recently modified by Change in Terms Agreement dated March 18, 2015 in the principal amount of \$331,877.54, with monthly payments of \$1,760.58 principal and interest calculated based on 4.000% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on March 7, 2020.
- (iii) Other paragraphs included elsewhere in this document further modify the Mortgage to the extent

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(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.

**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.

**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 18, 2015.**


**GRANTOR:**

335 WEST, INC.

By:   
Richard Ferro, President of 335 West, Inc.

By:   
Nicholas Ferro, Secretary of 335 West, Inc.

**LENDER:****BELMONT BANK & TRUST COMPANY**

X   
Authorized Signer

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### CORPORATE ACKNOWLEDGMENT

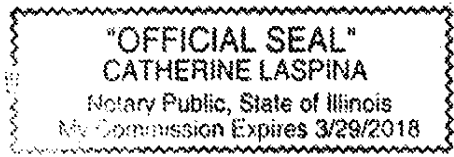
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 29 day of MARCH, 2015 before me, the undersigned Notary Public, personally appeared **Richard Ferro, President of 335 West, Inc. and Nicholas Ferro, Secretary of 335 West, Inc.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Catherine Laspina Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3/29/2018



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 27th day of March, 2015 before me, the undersigned Notary Public, personally appeared DAVID A. DORSET and known to me to be the VICE PRESIDENT, 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 **BELMONT BANK & TRUST**  
**8250 W. BELMONT AVE.**  
**CHICAGO, IL 60634**

Notary Public in and for the State of \_\_\_\_\_

My commission expires 11/12/2018



Cook County Clerk's Office