

# UNOFFICIAL COPY

Doc#: 1531608031 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/12/2015 09:21 AM Pg: 1 of 6

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

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated September 15, 2015, is made and executed between 5172 S. Michigan, 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 September 29, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated September 29, 2008 and recorded with Cook County Recorder of Deeds on February 25, 2009 as document number 0905605037.

**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 5172 S Michigan Ave, Chicago, IL 60615. The Real Property tax identification number is 20-10-301-050-0000.

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

(i) **Maturity Date of the Indebtedness is hereby extended to October 1, 2020.**

(ii) The Indebtedness is evidenced by original Promissory Note dated September 29, 2008 in the original principal amount of \$993,500.00, with all of its renewals and modifications and most recently modified and split into two by the following:

- Promissory Note dated September 15, 2015 in the principal amount of \$850,000.00 with monthly payments of \$3,368.58 principal and interest calculated based on variable 3.250% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on October 1, 2020, and

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## MODIFICATION OF MORTGAGE

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- Promissory Note dated September 15, 2015 in the principal amount of \$100,348.63 with monthly payments of \$397.10 principal and interest calculated based on variable 3.250% interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on September 15, 2020.

(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.

**CROSS-COLLATERALIZATION.** In addition to the Note, the Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then the Mortgage shall not secure additional loans or obligations unless and until such notice is given.

**LIENS AND ENCUMBRANCES.** Grantor shall keep the premises free from liens of mechanics and materialmen and from all other liens, charges, and encumbrances of whatever nature, regardless of (i) whether the same arise voluntarily or involuntarily on the part of Grantor and (ii) whether the same are subordinate to, prior to, or on a parity with the lien of this Lender, and shall furnish to Lender satisfactory evidence of the payment and discharge of any such liens, charges, and encumbrances, asserted or claimed to exist against the premises, excepting, however, any lien or encumbrance expressly consented to by Lender with respect to which Grantor shall pay, when due, the indebtedness secured thereby and upon Lender's request, furnish to Lender satisfactory evidence of such payment or payments and except as to any lien being contested by the Grantor in good faith and for which a bond or title indemnity has been secured by the Grantor for the express protection of the secured position of the Lender with a title insurance company or other company acceptable to the Lender.

**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.

**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

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## MODIFICATION OF MORTGAGE (Continued)

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amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 15, 2015.**


**GRANTOR:**

5172 S. MICHIGAN, LLC

By:   
George J. Bahramis, Manager and Member of 5172 S. Michigan, LLC

**LENDER:**

BELMONT BANK & TRUST COMPANY

X   
Authorized Signer

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

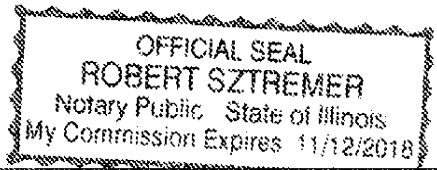
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 9th day of November, 2015 before me, the undersigned Notary Public, personally appeared **George J. Bahramis, Manager and Member of 5172 S. Michigan, 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 **BELMONT BANK & TRUST**  
**8250 W. BELMONT AVE.**  
**CHICAGO, IL 60634**

Notary Public in and for the State of IL

My commission expires 11/12/2018



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### LENDER ACKNOWLEDGMENT

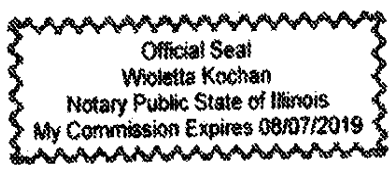
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 9th day of November, 2015 before me, the undersigned Notary Public, personally appeared Robert Schreiner and known to me to be the Loan Operations Officer, 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 Wioletta Kochan Residing at **BELMONT BANK & TRUST**  
8250 W. BELMONT AVE.  
CHICAGO, IL 60634

Notary Public in and for the State of IL

My commission expires 08/07/2019



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## EXHIBIT A

Legal Description:

THE NORTH 33 FEET OF THE SOUTH 83 FEET OF LOT 1 IN JAMES S. LYNCH'S ADDITION TO HYDE PARK IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "-" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER -; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PIN: 20-10-301-050-0000

CKA: 5172 S Michigan Ave,  
Chicago, IL 60615

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