

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

Albany Bank and Trust  
Company, N.A.  
3400 W. Lawrence Avenue  
Chicago, IL 60625

Doc#: 1533745053 Fee: \$42.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/03/2015 12:32 PM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

Albany Bank and Trust  
Company, N.A.  
3400 W. Lawrence Avenue  
Chicago, IL 60625

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Loan Operations Department  
Albany Bank and Trust Company, N.A.  
3400 W. Lawrence Avenue  
Chicago, IL 60625

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated October 1, 2015, is made and executed between Daniel Branovan, whose address is 7 Vanderbilt Drive, Livingston, NJ 07039 (referred to below as "Grantor") and Albany Bank and Trust Company, N.A., whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 22, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage with an Assignment of Rent Rider dated February 22, 2010 recorded in the Office of Recorder of Deeds on April 13, 2010 as Document Number 1010333037 and modified by an Extension Agreement dated April 1, 2013 recorded in the Office of Recorder of Deeds on August 9, 2013 as Document Number 1322113032.

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

LOT 3 IN LAGOON MANOR, BEING A SUBDIVISION OF THE SOUTH 330 FEET (EXCEPT THE EAST 978 FEET THEREOF) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1110 Pebblewood Lane, Glencoe, IL 60022. The Real Property tax identification number is 04-01-412-031-0000.

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

As of the date hereof, the remaining outstanding principal balance of \$868,468.37 evidenced by the that certain Instalment Note dated February 22, 2010, in the amount of \$1,000,000.00 executed by Borrower, payable to the order of Lender, ("Note") is hereby modified to extend the maturity date of the Note from April 1, 2016 to October 5, 2020 at a fixed interest rate of 5.000% with the following modified repayment schedule. Payments on the Note are to be made in accordance with the following payment schedule: Borrower will pay this loan in 59 regular monthly payments of \$5,743.00, each commencing November 5,

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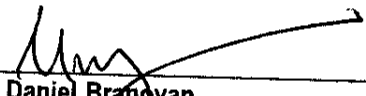
## MODIFICATION OF MORTGAGE (Continued)

2015 and monthly thereafter. Borrower final payment will be due, if not sooner paid, on October 5, 2020, and will be all principal and all accrued interest not yet paid. Payments included principal and interest. Any reference in the Note to the outstanding principal balance amount shall mean \$868,468.37. Any reference in the Note or any other Related Documents to the Maturity Date shall mean October 5, 2020. Any reference in the Note or any other Related Documents to the rate shall mean 5.000%.

**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.

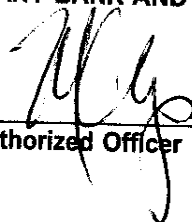

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 1, 2015.**

GRANTOR:

x   
\_\_\_\_\_  
Daniel Branovan

LENDER:

ALBANY BANK AND TRUST COMPANY, N.A.

x    
\_\_\_\_\_  
Authorized Officer

Proposed Book County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF New York )  
 )  
 COUNTY OF Kings ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **Daniel Branovan**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2015.

By Daniel B. Branovan Residing at 7 Vanderbilt Drive  
Livingston, New Jersey

Notary Public in and for the State of New York

My commission expires 3/7/19

EMANUIL AGARUNOV  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 01AG6236807  
 Qualified in Kings County  
 Commission Expires March 7, 2019

*Ref: [Signature]*

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 19<sup>th</sup> day of October, 2015 before me, the undersigned Notary Public, personally appeared Michael Chip and known to me to be the SVP, authorized agent for **Albany Bank and Trust Company, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Albany Bank and Trust Company, N.A.**, duly authorized by **Albany Bank and Trust Company, N.A.** 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 **Albany Bank and Trust Company, N.A.**

By Patrick Mulcahy Residing at 3400 W. Lawrence Ave, Chicago, IL  
60625  
 Notary Public in and for the State of Illinois  
 My commission expires 05-20-2018

OFFICIAL SEAL  
 PATRICK MULCAHY  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES: 05/20/18