

# UNOFFICIAL COPY



Doc#: 1607739066 Fee: \$42.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/17/2016 02:05 PM Pg: 1 of 3

(Space Above This Line For Recording Data)

## MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 19th day of February, 2016, between ARS CAPITAL INVESTMENTS LLC, an Illinois Limited Liability Company, whose address is 20426 Attica Road, Olympia Fields, Illinois 60461 ("Mortgagor"), and First Community Bank and Trust whose address is 1111 Dixie Hwy, P.O. Box 457, Beecher, Illinois 60401 ("Lender").

First Community Bank and Trust and Mortgagor entered into a Mortgage dated August 18, 2009 and recorded on October 1, 2009, filed for record in records of COUNTY of COOK, State of Illinois, with recorder's entry number 0927447031 ("Mortgage"). The Mortgage covers the following described real property:

Address: 14912 Irving Avenue, Dolton, Illinois 60419

Legal Description: LOT 29 IN BLOCK 1 IN CALUMET SIBLEY CENTER ADDITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID/Sidwell Number: 2910229015000 VOL.: 202

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Maturity date extended to February 20, 2041.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

Cyes  
P3  
G1  
M  
S  
E  
INT

# UNOFFICIAL COPY

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

**ARS CAPITAL INVESTMENTS LLC**

By: *Anthony R Scales* Date  
Its: Manager

Witnessed by:

Name:

Date

Name:

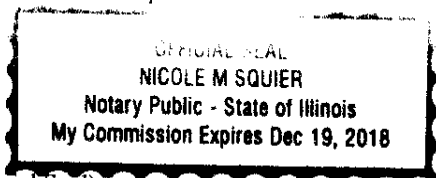
Date

## BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF WILL )

This instrument was acknowledged on the **19th day of February, 2016**, by **Anthony R Scales, Manager** on behalf of **ARS CAPITAL INVESTMENTS LLC**, an Illinois Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires:



(Official Seal)

*Nicole M Squier*

Identification Number

# UNOFFICIAL COPY

**LENDER: First Community Bank and Trust**

*Nicole Squier, AVP-ML 2/19/16*

By: Nicole Squier  
Its: AVP-Mortgage Loans

Date

## BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS )

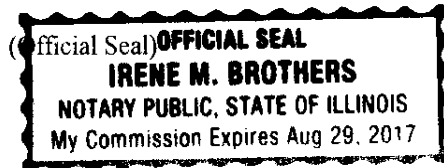
COUNTY OF WILL )

This instrument was acknowledged on the 19th day of February, 2016, by Nicole Squier, AVP-Mortgage Loans on behalf of First Community Bank and Trust, a(n) Illinois corporation, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 8/29/2017  
residing at

*Irene M. Brothers*



THIS INSTRUMENT PREPARED BY:  
First Community Bank and Trust  
Susan Karstensen-Loan Processor  
1111 Dixie Hwy., P.O. Box 457  
Beecher, IL 60401

AFTER RECORDING RETURN TO:  
First Community Bank and Trust  
Nicole M. Squier, AVP-ML  
1111 Dixie Hwy., P.O. Box 457  
Beecher, IL 60401