

# UNOFFICIAL COPY

Doc#: 1701908046 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/19/2017 01:04 PM Pg: 1 of 4

**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:**

Wiola Kochan  
Belmont Bank & Trust Company  
8250 W Belmont Ave  
Chicago, IL 60634

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated December 8, 2016, is made and executed between Chicago Title Land Trust Company, not personally but as Successor Trustee on behalf of Trust Agreement dated December 13, 1984 and known as Trust Number 894 (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 January 4, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with Cook County Recorder of Deeds on January 28, 2013 as document number 1302854001.

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

LOT 27, 28 AND 29 IN BLOCK 1 IN C.B. HOSMER'S SUBDIVISION OF BLOCK 1 IN CRAGIN BEING CHARLES B. HOSMER'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5021-25 W Grand Ave, Chicago, IL 60639. The Real Property tax identification number is 13-33-406-025-0000, 13-33-406-026-0000, and 13-33-406-027-0000.

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

(i) **Maturity Date of the Indebtedness is hereby extended to July 8, 2017.**

(ii) The Indebtedness is evidenced by original Promissory Note dated January 4, 2013 in the maximum principal amount of \$100,000.00, with all of its renewals and modifications and most recently modified by Change in Terms Agreement dated December 8, 2016 in the maximum principal amount of \$100,000.00 with monthly payments of interest only calculated based on 7.000% variable interest rate per annum (365/360 method) followed by a single maturity payment of all outstanding interest and principal on July 8, 2017.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 900002209

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(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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 8, 2016.**

**GRANTOR:**

**TRUST AGREEMENT DATED DECEMBER 13, 1984 AND KNOWN AS TRUST NUMBER 894**

**CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated \_\_\_\_\_ and known as Trust Agreement dated December 13, 1984 and known as Trust Number 894.**

By: *Rachel Hat*  
**Authorized Signer for Chicago Title Land Trust Company**



**LENDER:**

**BELMONT BANK & TRUST COMPANY**

X *[Signature]*  
**Authorized Signer**

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9000002209

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### TRUST ACKNOWLEDGMENT

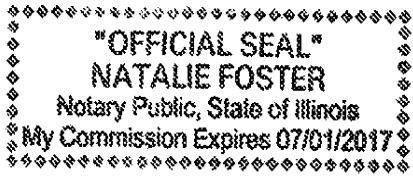
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 13th day of January, 2017 before me, the undersigned Notary Public, personally appeared Rachel Wutsing, ASSISTANT VICE PRESIDENT of Chicago Title Land Trust Company, Successor Trustee of Trust Agreement dated December 13, 1984 and known as Trust Number 894, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Natalie Foster Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 07/01/2017



NOTARY PUBLIC OF COOK COUNTY Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9000002209

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 13<sup>th</sup> day of January, 2017 before me, the undersigned Notary Public, personally appeared Robert Sztrember 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 Chicago, IL

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

My commission expires 8/7/2019

