

UNOFFICIAL COPY

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03/27/01 13:34 001 Page 1 of 14  
2001-03-26 12:03:28  
Cook County Recorder 47.50

THIS INSTRUMENT PREPARED BY:  
Bruce A. Salk  
Cohen, Salk & Huvard, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062



AND AFTER RECORDING MAIL TO:  
Community Bank of Ravenswood  
2300 West Lawrence Avenue  
Chicago, Illinois 60625  
Attn: Eric W. Hubbard

TICOR TITLE INSURANCE

445279

**MODIFICATION AGREEMENT**

**THIS MODIFICATION AGREEMENT** (hereinafter referred to as the "Modification Agreement") made as of this 1<sup>st</sup> day of March, 2001, by and between KATHLEEN ROBIDA ("Obligor") and COMMUNITY BANK OF RAVENSWOOD ("Lender").

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**WITNESSETH:**

**WHEREAS**, Obligor has executed and delivered to Lender that certain mortgage note dated as of June 3, 2000 in the original principal sum of One Million One Hundred Thousand and 00/100 (\$1,100,000.00) Dollars (the "Note") which Note is secured by the following documents (the following documents and any and all other instruments executed by Obligor are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage and security agreement of even date with the Note, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 00462734 (the "Mortgage") on property commonly known as 4420-4422 N. Malden Street, Chicago, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
- (ii) assignment of rents and of lessor's interest in leases dated of even date with the Note made by Obligor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 00462735;
- (iii) construction loan agreement dated of even date with the Note between Obligor and Lender (the "Loan Agreement");
- (iv) environmental indemnity agreement dated as of even date with the Note made by Obligor in favor of Lender;
- (v) security agreement and assignment of contractual agreements affecting real estate dated of even date with the Note made by Obligor in favor of Lender; and

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- (vi) assignment of condominium sales contracts dated of even date with the Note made by Obligor in favor of Lender.

**WHEREAS**, Obligor is desirous of (i) extending the maturity date of the Note from April 1, 2001 to February 1, 2002; and (ii) increasing the amount of the loan from \$1,100,000.00 to \$1,336,000.00, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement, at the sole election of Lender, shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct. All defined terms used herein and not otherwise defined shall have the meaning ascribed to such term as set forth in the Loan Documents.

2. Concurrent with the execution of this Modification Agreement, Obligor shall execute and deliver to Lender an amended and restated mortgage note of even date herewith in the principal amount of One Million Three Hundred Thirty Six Thousand and 00/100 Dollars (\$1,336,000.00), payable to the order of Lender (the "Amended Note"). All references in the Loan Documents to the Note shall be deemed to be a reference to the Amended Note.

3. The Loan Agreement is hereby modified as follows:

a. The Project Budget, which is attached to the Loan Agreement as Exhibit AB@ is deleted and replaced with Exhibit "B" attached hereto.

b. The Schedule of Minimum Sales and Release Prices, which is attached to the Loan Agreement as Exhibit "C" is deleted and replaced with Exhibit "C" attached hereto.

4. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Note, as hereby modified and amended.

5. Except for the modifications stated herein, the Amended Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Amended Note and other Loan Documents and each other instrument or agreement delivered by Obligor to or for the benefit of Lender in connection with the loan shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Amended Note and other Loan Documents, to forgive or waive any violation, default or breach under the Amended Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

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6. Contemporaneously with the execution of this Modification Agreement by Lender, Obligor shall pay to Lender a non-refundable modification fee in the amount of \$13,360.00, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligor within five days after written demand therefore by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended Note).

7. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to effect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by the Mortgage, or the priority thereof over liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Note and/or Mortgage, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

8. This Modification Agreement shall extend to and be binding upon the Obligor and her heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

9. Obligor hereby ratifies and confirms her obligations and liabilities under the Amended Note and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that she has no defenses, claims or set-offs against the enforcement by Lender of her obligations and liabilities under the Amended Note and other Loan Documents, as so amended.

10. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

11. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

12. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

13. Lender's consent to this Modification Agreement shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender on or before April 1, 2001 (the "Modification Termination Date"):

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(a) An endorsement to Ticor Title Insurance Company Loan Policy No. 457118 STO (the "Title Policy") which (i) amends the description of the Mortgage insured under the Title Policy to include this Modification Agreement, (ii) amends the description of the Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, (v) states that all real estate taxes and assessments applicable to the Premises which are due and payable as of the date of such endorsement have been paid in full and (vi) increases the amount of the loan policy to \$1,336,000.00;

(b) Such other documents as Lender may reasonably require.  
The Obligor's failure to deliver the aforementioned documents and items to Lender on or before the Modification Termination Date shall, at the option of Lender, result in this Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

14. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT SHE MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGOR AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed as of the date first above written.



KATHLEEN ROBIDA

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COMMUNITY BANK OF RAVENSWOOD

By: *Eric M. Hullman*  
Its: *Executive Vice President*

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that KATHLEEN ROBIDA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she signed, sealed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of March, 2001.

Maribel Cruz  
Notary Public

My Commission Expires: \_\_\_\_\_  
**OFFICIAL SEAL**  
**MARIBEL CRUZ**  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES: 07/17/01

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Eric W. Hubbard, of COMMUNITY BANK OF RAVENSWOOD, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Sr. Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of March, 2001.

Maribel Cruz  
Notary Public

My Commission Expires: \_\_\_\_\_  
**OFFICIAL SEAL**  
**MARIBEL CRUZ**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 07/17/01

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## EXHIBIT "A"

Address: 4420-4422 N. Malden Street, Chicago, Illinois 60640

P.I.N.: 14-17-123-016-0000

UNIT NUMBERS 4422-1, 4420-1, 4422-2, 4420-2, 4422-3, 4420-3, PU1, PU2, PU3 AND PU4 IN THE LENA ANN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 56 (EXCEPT THE NORTH 4 FEET THEREOF) AND THE NORTH 13 FEET OF LOT 57 IN THE SUBDIVISION OF THE SOUTH 1/4 OF THE EAST 2 OF THE NORTHWEST 1/4 (EXCEPT THE EAST 569.25 FEET THEREOF) OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT AB@ TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 99,095,806; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

## Project Budget

*Original*  
**SWORN OWNER'S STATEMENT**

STATE OF ILLINOIS  
 COUNTY OF COOK

2/22/01 Request for Disbursements ASAP with Increase.

ESCROW NO. ST 000445279 - 001

The affiant Kate Rohda being duly sworn on oath deposes and says that she is the (Owner)/(Beneficiary of Trust No. \_\_\_\_\_) held by \_\_\_\_\_ which is the Owner) of the following described premises in COOK County, Illinois, to-wit: 4420 22 N. Malden

That for the purposes of this affidavit, the following persons and no others have been contracted with or have furnished, or will furnish services, labor, or material for the said improvements. That this is a true and correct statement of all such persons, the amount of their contracts, the amounts paid them and the amount due them and all hard and soft costs in connection with said improvements.

NAME & ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCLUDING EXTRAS & CREDITS	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INCLUDING RETENTION)
<u>W. L. Electric</u> <u>456 W. Anton</u> <u>Chgo. Ill. 60656</u>	<u>Electrical</u>	<u>50,000.-</u>	<u>30,000.-</u>	<u>-0-</u>	<u>20,000.-</u>
<u>John Bacchke</u> <u>1921 N. Milwaukee</u> <u>Chgo. Ill. 60647</u>	<u>Plumbing Contractor</u>	<u>22,688.50</u>	<u>22,688.50</u>	<u>-0-</u>	<u>-0-</u>
<u>Quality Heating</u> <u>4240 N. Kammerling</u> <u>Chgo. Ill. 60651</u>	<u>Plumbing</u>	<u>19,941.06</u>	<u>19,941.06</u>	<u>-0-</u>	<u>-0-</u>
<u>Ortved Windows</u> <u>2540 N. Central</u> <u>Chgo. Ill. 60618</u>	<u>Windows</u>	<u>31,400.-</u>	<u>26,000.-</u>	<u>-0-</u>	<u>5,400.-</u>
<u>John Bacchke</u> <u>1921 N. Milwaukee</u> <u>Chgo. Ill. 60647</u>	<u>New water service</u>	<u>7989.-</u>	<u>7989.-</u>	<u>-0-</u>	<u>-0-</u>
<u>Kate Rohda</u>	<u>S.C.</u>	<u>62,352.02</u>	<u>35,352.02</u>	<u>7000.-</u>	<u>20,000.-</u>
<u>Devon Plumbing</u> <u>5720 N. Western</u> <u>Chgo. Ill. 60654</u>	<u>Plumbing</u>	<u>3824.-</u>	<u>3824.-</u>	<u>-0-</u>	<u>-0-</u>
<u>Chi Dept / Bldg</u> <u>121 N. LaSalle</u> <u>Chgo. Ill.</u>	<u>Bldg Permit</u>	<u>4789.-</u>	<u>3789.-</u>	<u>-0-</u>	<u>1000.-</u>
<u>Kate Rohda</u>	<u>Secur/ Owners</u>	<u>2379.-</u>	<u>2379.-</u>	<u>-0-</u>	<u>-0-</u>
<u>Kate Rohda</u>	<u>Gen. H. Doe</u>	<u>1300.-</u>	<u>1300.-</u>	<u>-0-</u>	<u>-0-</u>
	<u>Swayer</u>	<u>206662.58</u>	<u>153262.58</u>	<u>7000.-</u>	<u>46400.-</u>
<b>TOTALS</b>				<u>14000</u>	

\*STRIKE ONE

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

Notary Public

TISOS 07/97

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SWORN OWNER'S STATEMENT

2/21/01

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

ESCROW NO. ST 000445279 - 001

The affiant \_\_\_\_\_ being duly sworn on oath deposes and says that he/she is the \*(Owner)/(Beneficiary of Trust No. \_\_\_\_\_ held by \_\_\_\_\_ which is the Owner) of the following described premises in \_\_\_\_\_ County, Illinois, to-wit: \_\_\_\_\_

That for the purposes of this affidavit, the following persons and no others have been contracted with or have furnished, or will furnish services, labor, or material for the said improvements. That this is a true and correct statement of all such persons, the amount of their contracts, the amounts paid them and the amount due them and all hard and soft costs in connection with said improvements.

NAME & ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCLUDING EXTRAS & CREDITS	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INCLUDING RETENTION)
Home Depot	umber/ Supplies	69368.08	39368.08	10000.-	20,000.-
Kate Rokida	Plumbing fixtures	70,000.-	-0-	-0-	70,000.-
Kate Rokida	Demolition	33828.78	32998.78	330.-	500.-
Kate Rokida	misc. laborers	102097.94	54419.44	12678.50	35000.-
Chgo. Turnace 4829 N. Wines	foundace Material	4281.06	4281.06	-0-	-0-
Kate Rokida	Re-Imburse ment supplies	32,305.90	21805.90	500.-	10,000.-
Thomas Wielgat 105 W. 31st Chgo. IL 60608	Carpentry	12,315.-	12,315.-	-0-	-0-
Home Depot 3424 N. Wines Chgo	Plumbing pipes fixtures	32256.57	22256.57	-0-	10,000.-
Louley Materials 5310 W. Finale Chgo. IL	concrete Supplier	3994.64	1294.64	2700.-	-0-
Mandac Iron 5041 S. Roman	Steel Posts basement	1330.-	630.-	700.-	-0-
TOTALS		36777.97	189369.47	26908.50	145,500.-

\*STRIKE ONE

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

Notary Public

0010236444

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SWORN OWNER'S STATEMENT

2/21 3/

STATE OF ILLINOIS

ESCROW NO. ST 000445279 - 001

COUNTY OF \_\_\_\_\_

The affiant \_\_\_\_\_ being duly sworn on oath deposes and says that he/she is the \*(Owner)/(Beneficiary of Trust No. \_\_\_\_\_ held by \_\_\_\_\_ Owner) of the following described premises in \_\_\_\_\_ County, Illinois, to-wit: \_\_\_\_\_

That for the purposes of this affidavit, the following persons and no others have been contracted with or have furnished, or will furnish services, labor, or material for the said Improvements. That this is a true and correct statement of all such persons, the amount of their contracts, the amounts paid them and the amount due them and all hard and soft costs in connection with said Improvements.

NAME & ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCLUDING EXTRAS & CREDITS	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INCLUDING RETENTION)
J+D Whirlpool 2730 N. Elston Chgo. Il. 60647	Steamer / hot pump	10165.-	6665.-	-0-	3500.-
BKL Construction 1342 Golden Pond Weston, Il.	Concrete	5200.-	5200.-	-0-	-0-
Home Depot	Drywall	20000.-	8497.52	1502.48	10000.-
Lighting District Am.	lighting	223.62	223.62	-0-	-0-
hwy security 3611 n. nottingham chgo	Intercom/ Alarm	4692.-	3188.-	1504.-	-0-
Moore Supply 4332 W. Ferdinand Chgo.	Furnace + Sheet Metal	15000.-	7918.98	7081.02	-0-
Herbert Hedeen 1117 W. Belmont Chgo, Il. 60657	Atly.	2600.-	600.-	-0-	2000.-
R & J Heating	HVAC	22000.-	19405.70	594.70	2000.-
Various Suppliers	Supplies	16282.80	5252.07	1030.73	10000.-
Home Depot	Cabs + Counters	33970.04	33970.04	-0-	-0-
<b>TOTALS</b>		<b>130133.46</b>	<b>90920.53</b>	<b>11717.93</b>	<b>27500.-</b>

\*STRIKE ONE

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

Notary Public

0010236444

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SWORN OWNER'S STATEMENT

2/21

4/1

STATE OF ILLINOIS

ESCROW NO. ST 000445279 - 001

COUNTY OF \_\_\_\_\_

The affiant \_\_\_\_\_ being duly sworn on oath deposes and says that he/she is the \*(Owner)/(Beneficiary of Trust No. \_\_\_\_\_ held by \_\_\_\_\_ which is the Owner) of the following described premises in \_\_\_\_\_ County, Illinois, to-wit: \_\_\_\_\_

That for the purposes of this affidavit, the following persons and no others have been contracted with or have furnished, or will furnish services, labor, or material for the said improvements. That this is a true and correct statement of all such persons, the amount of their contracts, the amounts paid them and the amount due them and all hard and soft costs in connection with said improvements.

NAME & ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCLUDING EXTRAS & CREDITS	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INCLUDING RETENTION)
Gen. Moskowitz 205 W. Wacker Eng.	Condo Doc Atty	4736.-	4736.-	-0-	-0-
Cook County Inspector	RC Sales	34378.65	9378.65	-0-	25000.-
Merumack Ins.	Oldg. Ins.	7707.-	5034.-	-0-	2673.-
Comm Bank Ravenswood	loan + Mtg	161765.25	108809.89	2955.36	30,000.-
The Hartford 4801 N.W. Loop San Antonio, TX Certified Prop. Inspection	Workmen's Comp. (closed) Bank Inspection	6180.-	6180.-	-0-	-0-
Kate Kohida	Return Sec. Dep.	5099.98	5099.98	-0-	-0-
Kate Kohida	Oldg. Militia	13950.-	7950.52	-0-	5999.48
Peterson Appraisal Group	Buildg. Appraisal	1800.-	1800.-	-0-	-0-
Comm Bank Ravens.	render/ Points .75%	5250.-	5250.-	-0-	-0-
TOTALS		241746.88	154239.04	29835.36	63672.48

\*STRIKE ONE

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

Notary Public

0010236444

# UNOFFICIAL COPY

SWORN OWNER'S STATEMENT

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

ESCROW NO. ST 000445279 - 001

The affiant \_\_\_\_\_ being duly sworn on oath deposes and says that he/she is the \*(Owner)/(Beneficiary of Trust No. \_\_\_\_\_ held by \_\_\_\_\_ which is the Owner) of the following described premises in \_\_\_\_\_ County, Illinois, to-wit: \_\_\_\_\_

That for the purposes of this affidavit, the following persons and no others have been contracted with or have furnished, or will furnish services, labor, or material for the said Improvements. That this is a true and correct statement of all such persons, the amount of their contracts, the amounts paid them and the amount due them and all hard and soft costs in connection with said improvements.

NAME & ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCLUDING EXTRAS & CREDITS	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INCLUDING RETENTION)
Boston West	Concrete Work	1300.-	1300.-	-0-	-0-
Oakwood Crane 2345 Hamilton Rd Morton	Crane	310.-	310.-	-0-	-0-
Sony Malinowski 130 East Circle Streamwood	Painter	4200.-	4200.-	-0-	-0-
Budget Floor & Vinyl Flooring Forest Park, IL	Flo. Repair & Polish	8700.-	4850.-	-0-	3850.-
Erickson's Bahr	Hardwood	1867.77	867.77	-0-	1000.-
Mile Sergio Chgo, IL	Tiler	2200.-	2000.-	-0-	200.-
Kate Rohida	carpeting	10000.-	-0-	4000.-	6000.-
Kate Rohida	Appliances	4016.82	4016.82	-0-	-0-
4th Drywall Milwaukee, WI	Drywall Install	16000.-	8000.-	-0-	8000.-
Craig Myard	Electrical Trim	2966.98	2966.98	-0-	-0-
<b>TOTALS</b>		<b>51561.57</b>	<b>28511.57</b>	<b>4000.-</b>	<b>19050.-</b>

\*STRIKE ONE

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

Notary Public

0010236444

# UNOFFICIAL COPY

SWORN OWNER'S STATEMENT

2/21

6/

STATE OF ILLINOIS

ESCROW NO. ST 000445279 - 001

COUNTY OF \_\_\_\_\_

The affiant \_\_\_\_\_ being duly sworn on oath deposes and says that he/she is the \*(Owner)/(Beneficiary of Trust No. \_\_\_\_\_ held by \_\_\_\_\_ which is the Owner) of the following described premises in \_\_\_\_\_ County, Illinois, to-wit: \_\_\_\_\_

That for the purposes of this affidavit, the following persons and no others have been contracted with or have furnished, or will furnish services, labor, or material for the said improvements. That this is a true and correct statement of all such persons, the amount of their contracts, the amounts paid them and the amount due them and all hard and soft costs in connection with said improvements.

NAME & ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCLUDING EXTRAS & CREDITS	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INCLUDING RETENTION)
Just Floorplan 1940 Monroe Chgo 60620	Floor Plans	304.10	304.10	-0-	-0-
hil number	Doors	5000.-	2403.37	-0-	2596.63
Home Depot	Tile + Pec Sinks	10000.-	-0-	-0-	10000.-
Traveler's Inc.	New 2001 Workmen Comp.	5420.-	420.-	-0-	5000.-
Nick Schneider	Accountant	600.-	300.-	-0-	300.-
Renata Heiberg 1528. Lea Rd Barrington, IL 60010	Architect Engineer	3500.-	1750.-	1750.-	-0-
Law Security	Alarm Monitoring	225.-	225.-	-0-	-0-
Marco hemoncello 858 N. Calif. Chgo. IL 60620	Plumbing	30,000.-	2500.-	10,000.-	17500.-
Peter Rogers 2456 W. Byron Chgo. IL	Gas Pipe	3188.44	3188.44	-0-	-0-
Kate Kohida	Sales Marketing Costs	5398.91	398.91	-0-	5000.-
TOTALS		63626.45	11489.82	11750.-	40396.63
		1,055,518.91	627793.01	85206.79	342519.11

\*STRIKE ONE

Subscribed and Sworn to before me this  
23 day of February, 2001

Signed:

Kate Kohida

*[Signature]*  
Notary Public

OFFICIAL Address:  
JEREMIAH NELSON  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. SEPT. 28, 2003

4422 N. Malder  
Chgo, IL 60640

0010236444

# UNOFFICIAL COPY

EXHIBIT "C"

## Schedule of Minimum Sales and Release Prices

<u>Unit Address</u>	<u>List Price</u>	<u>Minimum Release Price</u>
4420-1	\$425,000.00	\$403,750.00
4420-2	\$350,000.00	\$332,500.00
4420-3	\$345,000.00	\$327,750.00
4422-1	\$229,000.00	\$217,550.00
4422-2	\$335,000.00	\$318,250.00
4422-3	\$345,000.00	\$327,750.00

Property of Cook County Clerk's Office

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