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2001-11-19 12:29:30

Cook County Recorder

27.00

When recorded return to:

Bank One, NA
1 Bank One Plaza
Chicago, Illinois 60670
Attn: Gale Olson/IL1-0951



0011085596

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Amendment to Construction Mortgage, Security Agreement and Assignment of Leases and Rentals

This Amendment is made as of October 12, 2001 (the "Effective Date"), by Mark Jedrzejczak ("Mortgagor") and Bank One, NA, a national banking association, with its principal office in Chicago, Illinois ("Mortgagee").

RECITALS

A. Mortgagor previously executed and delivered to Mortgagee that certain Construction Mortgage, Security Agreement and Assignment of Leases and Rentals dated January 12, 2000, and recorded on January 31, 2000, as Document Number 00078124, with the Recorder's Office of Cook County, Illinois (the "Mortgage"), mortgaging and encumbering the real property, and all improvements thereon, described in Exhibit "A" attached hereto and incorporated herein by reference. The Mortgage was executed by Mortgagor to secure, among other things, a promissory note dated January 12, 2000, made by Mortgagor, payable to the order of Mortgagee in the sum of \$454,500.00 (the "Note") and interest as specified therein, and all extensions, renewals, revisions, modifications and replacements thereof in whole or in part as provided in the Mortgage.

B. Mortgagor and Mortgagee have entered into or contemplate entering into a Modification Agreement (the "Agreement") which, among other things, provides that the maturity date of the Note shall be extended and the principal amount of the Note shall be increased, as more fully set forth below, and the Mortgagor and the Mortgagee, desire to enter into this Amendment to so amend the maturity date and to increase the principal amount of the Note as stated in the Mortgage.

Now, therefore, in consideration of the premises, the promises hereinafter set forth and for other good and valuable consideration, the receipt of which, is hereby acknowledged, Mortgagor and Mortgagee hereby confirm and agree as follows:

BOX 333-CTT

7852071 M. Dunne, DI

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AGREEMENT

1. The Mortgage is hereby amended to provide that the maturity date of the Note is extended to November 12, 2004. The principal balance remaining unpaid under the Note as of the Effective Date of this Amendment is \$392,895.80.

2. The Mortgage is hereby amended to provide that the principal amount of the Note is \$504,000.00.

3. Mortgagor confirms and restates all the representations and warranties contained in the Mortgage, as amended hereby, as of the date hereof.

4. Mortgagor will execute and deliver such further instruments and do such other things as in the sole opinion of Mortgagee are necessary or desirable to effect the intent of this Amendment and to secure to Mortgagee the benefits of all rights, authorities and remedies conferred upon Mortgagee by the terms of this Amendment. Without limiting the generality of the foregoing, Mortgagor, at its expense, will perform all acts and execute and deliver all instruments necessary or required by Mortgagee in order to maintain the Mortgage, as amended hereby, as a lien on the real and personal property covered by the Mortgage, subject only to those encumbrances set forth in the Mortgage.

5. Mortgagor and Mortgagee hereby ratify and confirm the Mortgage, as amended hereby, in all respects and acknowledge and agree that the terms of the Mortgage, as amended hereby, remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is duly executed by Mortgagor and Mortgagee as of the Effective Date.

Mark Jedrzejczak
Mark Jedrzejczak

Bank One, NA,
a national banking association

By: John D. Bernhard
Name: John D. Bernhard
Title: Vice President

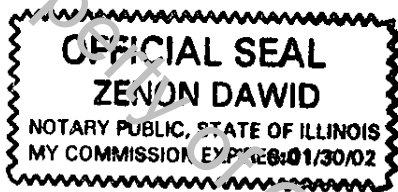
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STATE OF ILLINOIS)
)SS:
COUNTY OF DU PAGE)

I, ZENON DAWID, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that the foregoing instrument was acknowledged before me on 10TH NOVEMBER, 2001, by Mark Jedrzejczak.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Zenon Dawid
Notary Public

My Commission Expires: 01/30/2001

STATE OF ILLINOIS)
)SS:
COUNTY OF Cook)

I, IDA M. RIDDLE, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that the foregoing instrument was duly acknowledged before me on November 10th, 2001, by John D. Bernhardt of Bank One, NA, a national banking association, on behalf of the national banking association.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Ida M. Riddle
Notary Public

My Commission Expires: 10/4/03

This Instrument Prepared by: Gale Olson

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EXHIBIT "A"

All of that real estate located at 6820-24 S. Perry Avenue, in Cook County, Chicago, Illinois, 60621, the Tax Property Identification Number of which is 20-21-407-015-0000, which is more particularly described as follows:

LOT 5 IN BLOCK 3 IN PERRY'S 2ND SUBDIVISION OF PART OF TAYLOR'S SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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