

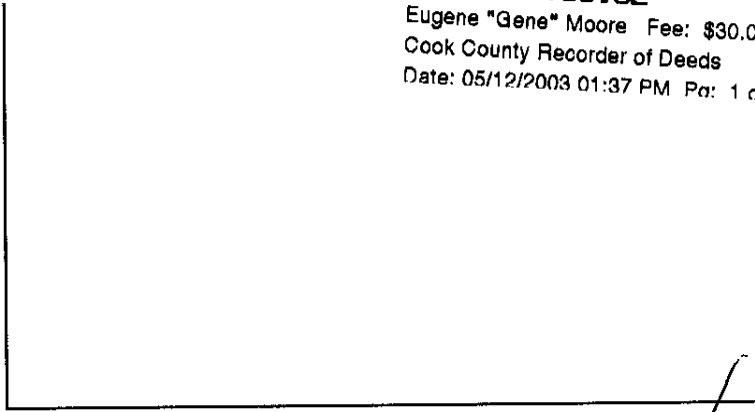
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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 05/12/2003 01:37 PM Pg: 1 of 4

Prepared By:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
161 N. Clark St. - Suite 550
Chicago, Illinois 60601

MAIL TO:
PLAZA BANK
7460 W. Irving Park Road
Norridge, IL 60706



MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 28th day of March, 2003, by and between CLARK STREET PROPERTIES, INC., an Illinois corporation (hereinafter called "Mortgagor") and PLAZA BANK, an Illinois banking corporation, with an office at 7460 W. Irving Park Road, Norridge, Illinois 60706 (hereinafter called "Lender").

Real Estate Index R1056772

WITNESSETH:

This Agreement is based upon the following recitals:

A. On March 28, 2000, for full value received, Wayne T. Cohen (hereinafter called "Borrower") executed and delivered to Lender a Promissory Note in the principal amount of THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$300,000.00) pursuant to a Revolving Loan Credit Agreement of even date (hereinafter called the "Note").

B. Mortgagor secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage"), dated March 28, 2000, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on March 30, 2000 as Document No. 00222158 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

THE NORTH 1/2 OF THE NORTH 3/4 OF LOT 12 IN BLOCK 114 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 17-16-243-035-0000
Common Address: 420 S. Clark St., Chicago, Illinois

C. Lender and Borrower agreed to extend the line of credit from March 28, 2001 to March

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28, 2002 as evidenced by a Promissory Note dated March 28, 2001.

D. Lender and Borrower further agreed to increase the line of credit to \$600,000.00 and extend the maturity date of the line of credit to March 28, 2003 as evidenced by a Promissory Note dated October 26, 2001.

E. Lender and Borrower have agreed to extend the line of credit to October 28, 2004.

F. The outstanding principal balance of the Note as of March 28, 2003 is \$589,131.29.

G. Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid first lien of said Mortgage Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree as follows:

1. Lender shall extend credit to Borrower in the amount of \$600,000 in accordance with the terms of a Revolving Loan Credit Agreement of even date and as evidenced by a Promissory Note of even date in the amount of \$600,000.00 (the "Revised Note").
2. The Revised Note shall be secured by the Mortgage.
3. All other terms and conditions of the Mortgage shall remain in full force and effect.

In consideration of the extension of the line of credit and the modification of the terms of the Mortgage, and the other loan documents identified above by Lender, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Revised Note, secured by the Mortgage as herein modified, and to perform the covenants contained in the aforementioned documents, and Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid first lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Revised Note and other loan documents as modified hereby, or the lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Corporate Note and other instruments and

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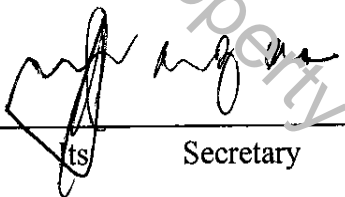
documents executed in connection with the subject loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes Plaza Bank to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

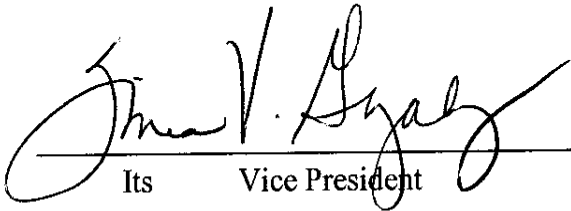
IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

PLAZA BANK, Lender:

Attest:



Its Secretary



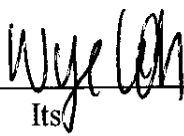
Its Vice President

CLARK STREET PROPERTIES, INC..

Attest:



Its Secretary

By: 


Its President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DENISE M RODRIGUEZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, SONIA GANZALEZ and JOSEPH MARZAN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Vice President and _____ Secretary of PLAZA BANK and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, 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 28 day of MARCH, 2003





Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DENISE M RODRIGUEZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, WAYNE COHEN and WAYNE COHEN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the ___ President and _____ Secretary of CLARK STREET PROPERTIES, INC. and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth

Given under my hand and notarial seal this 28 day of MARCH, 2003.



Denise M. Rodriguez
Notary Public