



Doc#: 0402042360  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 01/20/2004 11:50 AM Pg: 1 of 4

Prepared By:  
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Mail to:  
EDENS BANK  
3245 W. Lake Avenue  
Wilmette, Illinois 60091

MODIFICATION AGREEMENT

8080304 J. / CTI

THIS MODIFICATION AGREEMENT made as of this 16th day of December, 2003, by and between WESLEY JASINSKI and KRISTEN JASINSKI, Husband and Wife, (hereinafter called "Borrower") and EDENS BANK, an Illinois banking corporation, with an office at 3245 W. Lake Avenue, Wilmette, Illinois 60091 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On December 16, 2002, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000.00) (hereinafter called "Note"), which Note was executed in accordance with the terms and conditions of a Revolving Line of Credit Loan Agreement of even date between Borrower and Lender.

B. Borrower secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage") and an Assignment of Rents, of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage and Assignment of Rents were recorded as Document Nos. 0021404141 or 0021404142, respectively with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOTS 1 AND 2 IN SIXTH ADDITION TO GLEN OAK ACRES, A SUBDIVISION OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-25-307-013-0000 and 04-25-307-014-0000  
Common Address: 1550 Hawthorne, Glenview, IL

C. Borrower and Lender agreed to increase the line of credit from \$1,050,000.00 to

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\$1,262,250.00 and to extend the maturity date of the Note to April 30, 2004.

D. Borrower 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 and subsisting 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 that the Note, secured by the Mortgage and Assignment of Rents, is hereby modified as follows:

1. The Note shall be renewed as evidenced by a promissory note dated December 16, 2003 and in the original principal amount of \$1,262,250.00 and a revolving line of credit loan agreement dated December 16, 2003 (the "Renewal Note").
2. The Mortgage and Assignment of Rents shall secure the Renewal Note.
3. All other terms and conditions of the Mortgage and Assignment of Rents shall remain in full force and effect.
4. In consideration for the renewal of the Note and the increase in the line of credit, Borrower shall pay to Lender a renewal fee of \$1,061.25.

In consideration of the renewal and modification of the terms of the Note, secured by the Mortgage and Assignment of Rents, as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Renewal Note secured by the Mortgage and Assignment of Rents, and to perform the covenants contained in the aforementioned documents, and Borrower 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 and subsisting lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Renewal Note and other loan documents as identified hereby, or the lien created thereby or any other documents executed by Borrower 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 Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage, Assignment of Rents and other instruments and 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.

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The undersigned hereby authorizes Lender 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.

EDENS BANK, Lender:

Attest:

*Albert K.*

Its Credit Analyst ~~Secretary~~

*Todd Roth*

Its Vice President

*Wesley Jasinski*

WESLEY JASINSKI

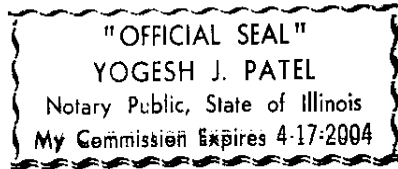
*Kristen Jasinski*

KRISTEN JASINSKI

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

I, Yogesh J. Patel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, ~~Albert K.~~ ALBERT KIM and Todd Roth, 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 credit analyst and V.P. Secretary of EDENS 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 corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 16<sup>th</sup> day of December, 2003.



*Yogesh J. Patel*  
Notary Public

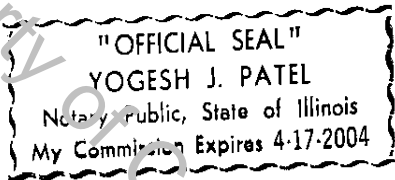
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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that WESLEY JASINSKI and KRISTEN JASINSKI, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16<sup>th</sup> day of December, 2003.

*Yogesh J. Patel*  
Notary Public



Property of Cook County Clerk's Office