



Doc#: 0407840018
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 03/18/2004 08:24 AM Pg: 1 of 4

Prepared By:
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MAIL TO:
CHICAGO COMMUNITY BANK
1110 W. 35TH Street
Chicago, IL 60609



MODIFICATION AGREEMENT

115-753-5

THIS MODIFICATION AGREEMENT made as of this 28th day of January, 2004, by and between CITILIFE 4800 SOUTH ELLIS, LLC, an Illinois limited liability company, JAN J. TROJANIAK and STANLEY LIGAS, (hereinafter collectively called "Borrower"), and CHICAGO COMMUNITY BANK, an Illinois banking corporation, with an office at 1110 W. 35TH Street, Chicago, Illinois 60609 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On July 28, 2000, CITILIFE 4800 SOUTH ELLIS, LLC, an Illinois limited liability company, F. SCOTT WINSLOW, JAN J. TROJANIAK and STANLEY LIGAS executed and delivered to Lender a Promissory Note in the amount of \$1,077,500.00 (the "Note")

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B. STANISLAW LIGAS a/k/a STANLEY LIGAS (hereinafter called "Mortgagor") secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage"), dated July 28, 2000, and recorded on September 15, 2000 as Document No.00718374 with the Recorder of Deed of Cook County, Illinois, covering the property at 79th and Yates, Chicago, Illinois (hereinafter called the "Mortgaged Premises"), and legally described as follows:

THAT PART OF 78.84 FOOT RIGHT OF WAY OF THE BALTIMORE, PITTSBURGH AND CHICAGO RAILROAD IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15 LYING EAST OF THE EAST LINE OF SOUTH YATES AVENUE PRODUCED NORTH AND SOUTH AND WEST OF THE CENTER LINE OF SOUTH PHILLIPS AVENUE PRODUCED NORTH AND SOUTH, ALL IN COOK COUNTY, ILLINOIS.

PIN: 21-31-100-015

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C. The maturity date of the Note has been extended from time to time to January 28, 2004.

D. Borrower and Lender have agreed to extend the maturity date of the Note to July 28, 2004.

E. The principal balance of the Note as of January 28, 2004 is \$622,819.58.

F. 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 "B"), and that the lien of the Mortgage, as herein modified, is a valid and subsisting first lien of said Mortgaged 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 is hereby modified as follows:

1. The maturity date of the Note is extended from January 28, 2004 to July 28, 2004.
2. All other terms and conditions of the Note shall remain in full force and effect.
3. Borrower shall pay a Renewal Fee of \$3,000.00 to Lender and reimburse Lender its attorneys' fees of \$250.00 and any recording fees in connection with this modification.

In consideration of the modification of the terms of the Note by Lender, as hereinabove set forth, Borrower and Mortgagor do hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note, as modified, and any loan documents referenced therein, and secured by the Mortgage, and to perform the covenants contained in the Mortgage, and Borrower and Mortgagor represent 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 and subsisting first lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or the lien created thereby or any other documents executed by Borrower or 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 Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, the Mortgage and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

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

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.

Attest:

Suse Rep
Its Secretary

CHICAGO COMMUNITY BANK:

By: [Signature]
Its President

CITILIFE 4800 SOUTH ELLIS, LLC, an Illinois limited liability company

By: [Signature]
Jan J. Trojaniak, Member

By: [Signature]
Stanley Ligas, Member

[Signature]
Jan J. Trojaniak, Individually

[Signature]
Stanley Ligas, Individually

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

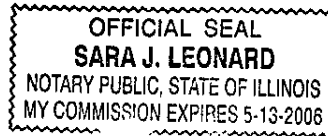
The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that on this day personally appeared before me, John J. Masterson and Susan Ralph, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Sr. Vice President and _____ Secretary of CHICAGO COMMUNITY BANK and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of March, 2004.

Sara J. Leonard

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Jan J. Trojaniak and Stanley Ligas, known to me to be the same persons whose names are subscribed to the foregoing instrument both individually and as Members of Citalife 4800 South Ellis, LLC, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of March, 2004.

Sara J. Leonard

Notary Public

