

Doc#: 0412740052  
 Eugene "Gene" Moore Fee: \$32.00  
 Cook County Recorder of Deeds  
 Date: 05/06/2004 08:09 AM Pg: 1 of 5

INSTRUMENT PREPARED BY  
 Nicholas Geroulis  
 Martin & Karcazes, Ltd.  
 161 North Clark Street  
 Suite 550  
 Chicago, Illinois 60601

PLEASE MAIL TO:  
 Plaza Bank  
 7460 W. Irving Park Road  
 Norridge, Illinois 60634



**MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT is made this 2<sup>nd</sup> day of April, 2004, by and between GOLFVIEW CENTER GROUP, LLC, an Illinois limited liability company (hereinafter called "Mortgagor) and PLAZA BANK, an Illinois Banking Corporation, with an office at 7460 W. Irving Park Road, Norridge, Illinois 60634 (hereinafter called "Lender").

**WITNESSETH:**

This Agreement is based upon the following recitals:

A. On January 29, 2003, for full value received, Mortgagor and GOLFVIEW FRESH MARKET, INC., an Illinois corporation, executed and delivered to Lender a Promissory Note in the principal amount of TWO MILLION NINE HUNDRED EIGHTY SEVEN THOUSAND AND 00/100 (\$2,987,000.00) DOLLARS (hereinafter called the "Note"), and secured the payment thereof by Mortgagor granting to Lender, among other things, a certain Mortgage, of even date with said Note, which Mortgage was recorded on February 5, 2003 as Document No.0030170606 with the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the "Mortgage") covering certain improved real property in the County of Cook, State of Illinois commonly known as **816-830 W. Golf Road / 815-839 W. Higgins Road, Schaumburg, Illinois** and legally described on Exhibit "A" attached hereto and incorporated herein (hereinafter called the "Mortgaged Premises").

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B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of the Note secured by the Mortgage as of April 2, 2004, is \$2,954,529.09, plus accrued interest, late fees and costs.

D. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lienholder has agreed to consent to this Modification Agreement and

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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 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 and Mortgage are hereby modified as follows:

1. The principal amount of the Note secured by the Mortgage shall be increased from TWO MILLION NINE HUNDRED EIGHTY SEVEN THOUSAND AND 00/100 (\$2,987,000.00) DOLLARS to THREE MILLION TWO HUNDRED EIGHTY SEVEN THOUSAND AND 00/100 DOLLARS (\$3,287,000.00) with a current balance of THREE MILLION TWO HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED TWENTY NINE AND 09/100 (\$3,254,529.09) DOLLARS which additional advance over the present balance set forth in paragraph "C" above shall be disbursed in accordance with an Authorization Disburse Proceeds of even date herewith signed by Borrower and delivered to Lender.
2. Commencing May 2, 2004, the monthly installment payments of principal and interest due under the Note shall be increased from TWENTY THREE THOUSAND SEVEN HUNDRED NINETY TWO AND 68/100THS DOLLARS (\$23,792.68) to TWENTY SIX THOUSAND ONE HUNDRED NINETY AND 44/100 DOLLARS (\$26,190.44).
3. The "Indebtedness Hereby Secured" as defined in the Mortgage is hereby modified to include the principal balance of the Note and interest and premium thereon and all extensions and renewals thereof in whole or in part and any and all other sums which may at any time be due and owing or required to be paid as provided for in the Note or the Mortgage, including any sums advanced in by Lender to protect the security of the Mortgage and to preserve Lender's interest in the Mortgaged Premises.
4. All other terms and conditions of the Note and Mortgage shall remain in full force and effect.

In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or any other documents executed by Mortgagor in connection

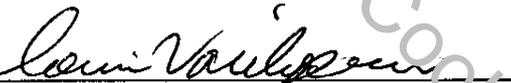
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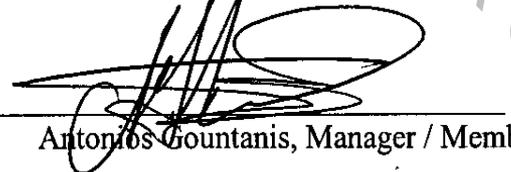
therewith or herewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, 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.

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.

**Mortgagor:**

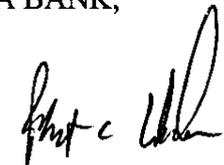
GOLFVIEW CENTER GROUP, LLC  
an Illinois limited liability company

By:   
Louis Vasilopoulos, Manager / Member

By:   
Antonios Countanis, Manager / Member

**Mortgagee:**

PLAZA BANK,

By:   
Its President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Vincenza V. Bartolotta a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, and Robert C. Wakeham, 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 and President of PLAZA BANK and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 2<sup>nd</sup> day of April, 2004.

Vincenza V. Bartolotta  
Notary Public

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 **Louis Vasilopoulos and Antonios Gountanis**, being all of the Manager/ Members of **GOLFVIEW CENTER GROUP, LLC** an Illinois limited liability company, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Members, 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 company, for the uses and purposes therein set forth.

Dated: April 2<sup>nd</sup>, 2004

Vincenza V. Bartolotta  
Notary Public  
My Commission expires: 8/2/05



**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008079247 D2  
 STREET ADDRESS: 817-839 W. HIGGINS ROAD  
 CITY: SCHAUMBURG COUNTY: COOK  
 TAX NUMBER: 07-09-301-012-0000  
 LEGAL DESCRIPTION: 07-09-301-013-0000

THAT PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4 THENCE NORTHWARD ALONG THE EAST LINE OF SAID SOUTH WEST 1/4, NORTH 00 DEGREES 21 MINUTES 42 SECONDS EAST, A DISTANCE OF 53.10 FEET TO A POINT ON A LINE BEING 70 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF GOLF ROAD; THENCE WESTWARD ALONG THE SAID PARALLEL LINE SOUTH 86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 215.07 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING WESTWARD ALONG THE SAID PARALLEL LINE, SOUTH 86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 495.86 FEET, THENCE NORTHWARD ALONG A LINE BEING PERPENDICULAR TO THE SAID CENTER LINE OF GOLF ROAD, NORTH 03 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 523.97 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE EASTWARD ALONG THE SAID SOUTHERLY LINE SOUTH 71 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 443.06 FEET; THENCE SOUTH 18 DEGREES 00 MINUTES 14 SECONDS WEST, A DISTANCE OF 147.48 FEET; THENCE SOUTH 71 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 202.84 FEET, THENCE NORTH 86 DEGREES 59 MINUTES 45 SECONDS EAST, A DISTANCE OF 129.86 FEET TO A POINT ON THE WEST LINE OF SALEM DRIVE, THENCE SOUTHWARD ALONG THE SAID WEST LINE SOUTH 00 DEGREES 21 MINUTES 42 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 53 DEGREES 51 MINUTES 30 SECONDS WEST, A DISTANCE OF 31.05 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 42 SECONDS WEST, A DISTANCE OF 118.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS