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MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement is dated as of this 18th day of June, 2004 and is made between Hearts United Homes Limited Partnership, an Illinois limited partnership ("Mortgagor") and Hyde Park Bank and Trust Company ("Mortgagee").

UNDERSTANDINGS

A. Mortgagor executed a Mortgage, Security Agreement and Financing Statement in favor of Mortgagee dated as of October 22, 2001 and recorded October 31, 2001 with the Cook County Recorder of Deeds as Document No. 0011017904 (the "Mortgage") encumbering the real estate described on Exhibit A attached thereto and made a part thereof.

B. Mortgagor executed a Mortgage Modification Agreement in favor of Mortgagee dated as of July 18, 2002 and recorded July 29, 2002 with the Cook County Recorder of Deeds as Document Number 0020824670 ("Mortgage Modification I") amending Exhibit A to include the real property described on Exhibit B attached thereto and made a part thereof.

C. Mortgagor executed a Mortgage Modification Agreement in favor of Mortgagee dated as of March 31, 2003 and recorded May 21, 2003 with the Cook County Recorder of Deeds as Document No. 0314135173 ("Mortgage Modification II") amending Exhibit A and Exhibit B to include the real property described on Exhibit C attached thereto and made a part thereof.

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D. Mortgagor executed a Mortgage Modification Agreement in favor of Mortgagee dated as of December 31, 2003 and recorded March 15, 2004 with the Cook County Recorder of Deeds as Document Number 0407542278 ("Mortgage Modification Agreement III") amending Exhibit A, Exhibit B and Exhibit C to include the real property described on Exhibit D attached thereto and made a part thereof. The Mortgage, Mortgage Modification Agreement I, Mortgage Modification Agreement II and Mortgage Modification Agreement III shall hereinafter be collectively referred to as the "Mortgage".

E. As of June 18, 2004, the Mortgage encumbers the real property legally described on Exhibit A attached hereto and made a part hereof.

F. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a Term Note in the original principal amount of \$2,200,000.00 dated October 22, 2001 payable to Mortgagee and executed by Mortgagor as amended and restated by the Amended and Restated Term Note in the original principal amount of \$2,200,000.00 dated March 31, 2003 and as amended and restated by the Amended and Restated Term Note in the original principal amount of \$2,200,000.00 dated December 31, 2003 (hereinafter collectively referred to as "Note").

G. The proceeds of the Note are to be disbursed in accordance with the terms of the Construction Loan Agreement dated as of October 22, 2001 as amended as of March 31, 2003 and as amended as of June 18, 2004 made by and between Mortgagor and others and Mortgagee ("Loan Agreement").

H. Pursuant to the terms of the Loan Agreement, the construction of the Residences (as defined in the Loan Agreement) will be conducted in phases.

I. In order to commence the construction of the next phase of Residences, the City of Chicago has deeded the parcels of real estate legally described on Exhibit B attached hereto and made a part hereof to Mortgagor.

J. Mortgagor and Mortgagee agree that the Mortgage shall be extended to and shall be recorded as a lien upon the real property legally described on attached Exhibit B.

NOW, THEREFORE, in consideration of the Understandings set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The first paragraph immediately following the word "WITNESSETH" on the first page of the Mortgage is hereby deleted in its entirety and the following is substituted in its place:

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"Mortgagor has executed an Amended and Restated Term Note dated as of December 31, 2003 payable to the order of the Mortgagee in the principal amount of \$2,200,000.00 (hereinafter referred to as "Note") plus interest at the per annum rates set forth in the Note. The interest rate provided for in the Note is a variable rate of interest. The principal balance together with any accrued interest shall be payable in accordance with the terms of the Note and any unpaid principal balance plus any accrued and unpaid interest is due and payable in full on December 31, 2004. The proceeds of the Note will be advanced in multiple disbursements to Mortgagor by Mortgagee for financing the cost of acquisition of the Premises (defined below) and the construction of certain improvements thereon, all in accordance with the Construction Loan Agreement dated October 22, 2001 and amended as of March 31, 2003 and amended as of June 18, 2004 made by and between Mortgagor and others and Mortgagee ("Loan Agreement"). This Mortgage is subject to the Amended and Restated Redevelopment Agreement New Homes for Chicago Program dated as of September 26, 2001 and the First Amendment to Amended and Restated Redevelopment Agreement, New Homes for Chicago Program dated as of April 1, 2003."

2. Exhibit A to the Mortgage is hereby modified to include the real properties legally described on attached Exhibit B.

3. In all other respects, the Mortgage shall remain unchanged and in full force and effect.

MORTGAGOR:

HEARTS UNITED HOMES LIMITED
PARTNERSHIP, an Illinois limited partnership

By: Bonheur Development Corporation, an
Illinois Corporation
Its: General Partner

By: Fred L. Bonner
Fred L. Bonner
Its: President

MORTGAGEE:

HYDE PARK BANK AND TRUST
COMPANY

By: [Signature]
Its: *SP. VICE PRESIDENT*

This document has been prepared by
and should be returned to :

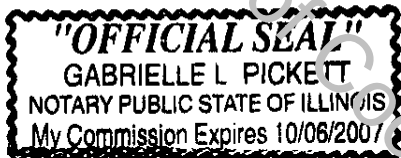
Paul J. Richer
Kelly, Olson, Michod, DeHaan & Richter, L.L.C.
30 South Wacker Drive
Suite 2300
Chicago, Illinois 60606
(312) 236-6700

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Gabrielle L. Pickett, a Notary Public in and for the County and State aforesaid, do hereby certify that Fred Bonner personally known to me to be the same person whose name is as President of Bonheur Development Corporation, an Illinois corporation, General Partner of Hearts United Homes Limited Partnership an Illinois Limited Partnership, subscribed to the foregoing instrument appeared before me this day in person and acknowledged to me that as President, being thereunto duly authorized, signed and delivered said instrument as His own free and voluntary act and as the free and voluntary act of said corporation and limited partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of JUNE, 2004.



Gabrielle L. Pickett
NOTARY PUBLIC

My Commission Expires: 10/16/07

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Gabrielle L. Pickett, a Notary Public in and for the County and State aforesaid, do hereby certify that Claudio Ricci, a Senior Vice President of Hyde Park Bank and Trust Company, a banking association, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act 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 20th day of June, 2004.



Gabrielle L. Pickett
NOTARY PUBLIC

My Commission Expires: 10/6/07

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EXHIBIT A

LOT 49 IN RICE AND VALENTINE'S SUBDIVISION OF LOTS 11 TO 20 INCLUSIVE IN DOBBIN'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 658 East 42nd
Chicago, Illinois 60653

P.I.N.: 20-03-218-053

LOT 7 IN RICE AND VALENTINE'S SUBDIVISION OF LOTS 11 TO 20 IN DOBBIN'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 647 East Bowen Avenue
Chicago, Illinois 60653

P.I.N.: 20-03-218-020

THE WEST 20 FEET OF LOT 23 AND THE EAST 5 FEET OF LOT 24 IN RICE AND VALENTINE'S SUBDIVISION OF LOTS 11 TO 20 IN DOBBIN'S SUBDIVISION OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 605 East Bowen Avenue
Chicago, Illinois 60653

P.I.N.: 20-03-218-003

LOT 13 IN RICE AND VALENTINE'S SUBDIVISION OF LOTS 11 TO 20 IN DOBBIN'S SUBDIVISION OF NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 631 East Bowen Avenue
Chicago, Illinois 60653

P.I.N.: 20-03-218-014-0000

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EXHIBIT B

LOT 9 AND THE EAST 1 FOOT OF LOT 8 IN JOHN MULLEN'S RESUBDIVISION OF LOTS 27 AND 28 IN DOBBIN'S SUBDIVISION ON THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 646 East Bowen Avenue
Chicago, Illinois 60653

P.I.N.: 20-03-214-045-0000

LOT 19 (EXCEPT THE NORTH 26 FEET THEREOF) IN OVIATTS SUBDIVISION OF LOTS 29 TO 33 IN DOBBIN'S SUBDIVISION OF NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 700 East Bowen Avenue
Chicago, Illinois 60653

P.I.N.: 20-03-215-011-0000

THE WEST 22 1/2 FEET OF LOT 2 AND THE EAST 2 1/2 FEET OF LOT 3 IN SUBDIVISION OF LOTS 27 AND 28 IN DOBBIN'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 647 East 41st Street
Chicago, Illinois 60653

P.I.N.: 20-03-214-021-0000