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PREPARED BY:
Doreen Hall-Barber



WHEN RECORDED RETURN TO:

Commercial Loan Services
IL1-1145
120 S.LaSalle,Suite IL1-1145(B2)
Chicago, IL 60603

Doc#: 0518053066
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 06/29/2005 10:24 AM Pg: 1 of 3



BANK ONE

A Division of JPMorgan Chase Bank, N.A.

Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of April 28, 2005, between Dan Acquisition Corp., whose address is 3817 South Halsted Street, Chicago, IL 60609 (the "Mortgagor"), and JPMorgan Chase Bank, N.A. as successor in interest to American National Bank and Trust Company of Chicago, whose address is 120 S. LaSalle, Chicago, IL 60603, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, dated September 28, 2001 and recorded on October 22, 2001 as Document No.0010979028, Cook County Records (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Chicago, County of Cook, State of Illinois:

LOT 26 IN BLOCK 3 IN MCPHERSON AND ALLERTON'S ADDITION TO CHICAGO, BEING
BLOCK 25 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(the "Premises"),

Commonly known as 3801 South Halsted, Chicago, Illinois 60609,
Tax Parcel Identification No. 17-33-321-001-0000.

The Mortgage secures the indebtedness (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Term Note, dated October 1, 2002, payable by Dan Acquisition Corp. to the Mortgagee, in the original principal sum of Two Hundred Four Thousand One Hundred Seventy-Four and 86/100 Dollars (\$204,174.86) (the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

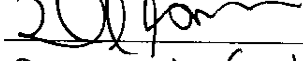
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1. The Mortgage is amended to also secure, up to Fifty Thousand and 00/100 Dollars (\$50,000.00) of amounts due to the Mortgagee pursuant to an additional extension of credit evidenced by a(n) Term Note, dated July 26, 2004, payable from Tomdan Acquisition Corp. to the Mortgagee in the original principal sum of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00), including all extensions and renewals (the "New Extension of Credit").
2. The Mortgage continues to secure the Original Extension of Credit and shall also secure the New Extension of Credit; therefore, the maximum principal sum of the indebtedness shall not exceed Six Hundred Fifty Eight Thousand Three Hundred Forty Nine and 72/100 Dollars (\$658,349.72).
3. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.
4. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.
5. **Governing Law and Venue.** This Amendment is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.
6. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.
7. **JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.


Mortgagor:

Dan Acquisition Corp.

By: 
Danie Goldman - President
 Printed Name Title

Mortgagee:

JPMorgan Chase Bank, N.A.

By: 
James Fitzgerald, III First Vice Pres.
 Printed Name Title

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ACKNOWLEDGMENT OF MORTGAGOR

State of ILLINOIS)
County of COOK) ss

I, THOMAS G. NACHT, a Notary Public in and for said County and State, certify that _____, a _____ of _____ a(n) _____ and _____, a _____ of said _____, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said _____, for the use and purposes therein set forth.

Given under my hand and notarial seal this 1 day of JUNE, 2008
My Commission Expires: 5-1-2008, Notary Public

"OFFICIAL SEAL"
THOMAS G. NACHT
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 05/01/2008
Thomas G. Nacht

ACKNOWLEDGMENT OF MORTGAGEE

State of ILLINOIS)
County of COOK) ss

I, THOMAS G. NACHT, a Notary Public in and for said County and State, certify that _____, a _____ of _____ a(n) _____ and _____, a _____ of said _____, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of JUNE, 2008
My Commission Expires: 5-1-2008, Notary Public

"OFFICIAL SEAL"
THOMAS G. NACHT
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 05/01/2008
Thomas G. Nacht