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0527713000

PREPARED BY:
Scott J. Buechler

WHEN RECORDED RETURN TO:

Commercial Loan Services
IL1-1146(B2)
120 S. LaSalle St.
Chicago, IL 60603

Doc#: 0527713000 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/04/2005 10:42 AM Pg: 1 of 3



Property of Cook County Clerk's Office

BANK ONE

Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of September 1, 2005, between Dan Acquisition Corp., whose address is 3817 S. 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 NCRTH.
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(the "Premises"),

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

The Mortgage secures the Note (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by (i) an Installment Note, dated September 28, 2001, payable by Dan Acquisition Corp. to the Mortgagee, in the original principal sum of One Hundred Eighty-Eight Thousand and 00/100 Dollars (\$188,000.00); and a Term Note, dated March 28, 2002, payable by Dan Acquisition Corp. to the Mortgagee, in the original principal sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), both subsequently replaced by a 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); and (ii) a Term Note, dated July 26, 2004, payable by Tomdan Acquisition Corp. to the Mortgagee, in the original principal sum of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00).

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

1. The term "Note" in the Mortgage is hereby amended and restated to read as follows: (i) a Term Note, dated September 1, 2005, payable from Dan Acquisition Corp. to the Mortgagee in the original principal sum of One Hundred Eighty-Four Thousand Seven Hundred Ninety-Four and 78/100 Dollars (\$184,794.78), including all extensions and renewals; and (ii) a Term Note, dated September 1, 2005, payable from Tomdan Acquisition Corp. to the Mortgagee in the original principal sum of Eighty Thousand and 00/100 Dollars (\$80,000.00), including all extensions and renewals.
2. The Mortgage continues to secure the Note and therefore the maximum principal sum of the Liabilities shall not exceed Five Hundred Twenty-Nine Thousand Five Hundred Eighty-Nine and 56/100 Dollars (\$529,589.56).
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: 

Daniel B. Goldman

Printed Name

President

Title

Mortgagee:

JPMorgan Chase Bank, N.A.

By: 

Dennis Saletta

Printed Name

Title

Scott J. Buechler JL000001015358111

(SEE NEXT PAGE FOR ACKNOWLEDGMENTS)

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Mortgage

ACKNOWLEDGMENT OF ~~MORTGAGE~~

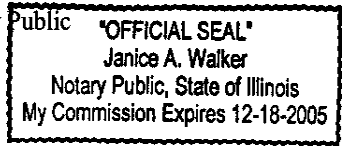
State of Illinois)

County of Cook) ss

I, Janice A Walker, a Notary Public in and for said County and State, certify that Dennis Saletta, a VP of J.P. Morgan Chase Bank a(n) _____ and _____, a _____ of said _____, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Dennis Saletta 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 20th day of September, 2005

My Commission Expires: 12-18-2005, Notary Public



Mortgage

ACKNOWLEDGMENT OF ~~MORTGAGE~~

State of ILLINOIS)

County of COOK) ss

I, THOMAS G NACHT, a Notary Public in and for said County and State, certify that Daniel Goldman, a President of Ran Acquisition 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 15 day of SEPTEMBER, 2005

My Commission Expires: 5-1-2008, Notary Public

