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TO:



Doc#: 0611004142 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/20/2008 12:28 PM Pg: 1 of 4

MARTIN S. HALL
REGAS, FREZADOS & DALLAS LLP
111 West Washington Street, Suite 1525
Chicago, Illinois 60602
(312) 236-4400
File No. 26-4772

FOR RECORDER'S USE ONLY

MORTGAGE AMENDMENT, EXTENSION AND LOAN INCREASE

THIS MORTGAGE AMENDMENT, EXTENSION AND LOAN INCREASE (the "Mortgage Amendment") is made as of the 18th day of March, 2006 by and among 312 Leicester LLC, an Illinois limited liability company ("Mortgagor"), and Mutual Bank, a banking association having its principal office at 16540 South Halsted Street, Harvey, Illinois 60426, as successor to Security Bank of DuPage ("Mortgagee").

WITNESSETH:

WHEREAS, reference is made to a certain Mortgage dated March 18, 2005 by Mortgagor to Mortgagee, recorded March 23, 2005 in the Office of the Recorder of Cook County, Illinois as Document 0508211267 (the "Mortgage"), securing an indebtedness in the original principal amount of \$2,585,000.00, and encumbering certain real property known as 312 Leicester, Kenilworth, Illinois and legally in Exhibit A attached hereto ("Real Estate"). The capitalized terms used in this Mortgage Amendment shall have the meaning ascribed in the Mortgage unless the context thereof shall clearly require otherwise.

WHEREAS, as further security in addition to the Mortgage, Mortgagor granted to Mortgagee an Assignment of Rents, dated March 18, 2005 and recorded in the Office of the Recorder of Cook County, Illinois, on March 23, 2005 as Document 0508211268 ("Assignment of Rents");

WHEREAS, the Mortgagor has requested the Mortgagee to advance the additional principal sum of \$351,300.00 (the "Loan Increase") and to otherwise extend the term for repayment of the indebtedness secured by the Mortgage, and Mortgagee has agreed to do so;

NOW, THEREFORE, for and consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, the parties hereto agree as follows:

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1. PREAMBLE: The recitals set forth in the preamble hereof are incorporated herein by this reference.

2. PRESERVATION OF LIEN PRIORITY: Nothing set forth in this Mortgage Amendment shall impair the lien of the Mortgage as heretofore existing. It is the intention of the parties that the priority of the Mortgage lien as currently exists shall continue in full force and effect. Further, it is the intention of the parties that the Loan Increase shall likewise be secured by the Mortgage and shall enjoy the same lien priority as the Mortgage; provided, however, if intervening lienholders shall have perfected a lien interest in part or all of the Mortgaged Property between the date hereof and the date of the Mortgage which results in a legally recognizable lien interest existing prior to the date hereof which is determined to have priority over the Loan Increase, the lien priority of the Original Principal Amount secured by the Mortgage shall remain as existed prior hereto and only the lien as it pertains to the Loan Increase shall be subject to the interest of any such intervening lienholder. In such event, all payments received by Mortgagee shall be applied first to the Loan Increase, and interest and other amounts due with respect thereto, before any such payments shall be applied to the Original Principal Amount described in the Mortgage and interest or other amounts secured by the Mortgage prior to this Mortgage Amendment.

3. LOAN INCREASE: Mortgagee is concurrently herewith making an additional advance in the amount of \$351,300.00 (the "Loan Increase") to the Mortgagor at the request the Mortgagor, and the Mortgagor hereby agrees that the Mortgage, as amended by this Mortgage Amendment, shall hereafter secure a total indebtedness in the principal amount of \$2,936,300.00, which sum shall hereinafter constitute the "Indebtedness" as specified in the Mortgage.

4. MORTGAGOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS: All of the representations, warranties and covenants of the Mortgagor as set forth in the Mortgage or otherwise shall be deemed remade as of the date hereof to the same extent as if the same were expressly incorporated in this Mortgage Amendment.

5. CONTINUING EFFECT: Except as expressly amended by this Mortgage Amendment, all of the terms, covenants and conditions set forth in the Mortgage shall continue in full force and effect to the same extent as existed prior to execution of this Mortgage Amendment.

6. HEADINGS: The headings set forth herein are for convenience of reference only and shall not be deemed to impair, enlarge or otherwise affect the substantive meaning of any provision to which such heading may relate.

7. GOVERNING LAW; VENUE: This Mortgage Amendment, and all of the obligations of the parties arising hereunder, shall be governed, construed and interpreted in accordance with the laws of the State of Illinois (without giving effect to any Illinois "choice of law" principles which would require construction under the laws of a different jurisdiction), and Cook County, Illinois shall be deemed a proper venue for any action arising hereunder or in connection herewith.

8. COUNTERPARTS: This Mortgage Amendment may be executed in multiple counterparts, each one of which shall be deemed an original but all of which, taken collectively, shall be deemed a single instrument; provided, that this Mortgage Amendment shall not be enforceable

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against any party hereto unless all parties hereto have executed at least one (1) counterpart.

IN WITNESS WHEREOF, this Mortgage Amendment is executed as the free, voluntary and duly authorized acts of the undersigned for the purposes set forth herein effective as of the day and year first above written.

MORTGAGOR:

312 LEICESTER LLC

By: *Salvatore Galioto*
Salvatore Galioto, Member

By: Map Fund L.L.C.

By: *Greg Callegari*
Greg Callegari, Manager

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 18 day of March, 2006, by Salvatore Galioto, and Greg Callegari as manager on behalf of Map Fund, L.L.C., being the members of 312 Leicester LLC, on behalf of said company.

Sandra M Dean
Notary Public



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EXHIBIT A

LOT 10 IN BLOCK 11 IN KENILWORTH SUBDIVISION OF FRACTIONAL SECTIONS 22 AND 27, AND PART OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 05-27-102-010-0000

ADDRESS OF PROPERTY: 312 LEICESTER, KENILWORTH, ILLINOIS

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