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Doc#: 0708745102 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/28/2007 12:37 PM Pg: 1 of 7

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MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement is dated as of this 23rd day of February, 2007 and is made between Evanston Green Bay I, L.L.C., an Illinois limited liability company ("Mortgagor") and North Shore Community Bank & Trust Company ("Mortgagee").

UNDERSTANDINGS

A. Mortgagor executed a Mortgage in favor of Mortgagee dated as of June 9, 2006 and recorded June 21, 2006 with the Cook County Recorder of Deeds as Document No. 0617218060 (the "Mortgage") encumbering the real estate described on Exhibit A attached thereto and made a part thereof.

B. The Mortgage secures in part the indebtedness, obligations and liabilities of Pledgor (as defined in the Mortgage) to Mortgagee including the indebtedness, obligations and liabilities of Pledgor to Mortgagee pursuant to the terms of the promissory note in the original principal amount of \$5,854,000.00 dated June 9, 2006 payable to Mortgagee ("Note").

C. Mortgagor and Pledgor have requested Mortgagee to increase the extension of credit from \$5,854,000.00 to \$6,278,238.00 and to extend the maturity date from June 9, 2008 to December 9, 2008.

D. Mortgagor and Pledgor have requested Mortgagee to amend the Construction Loan Agreement dated as of June 9, 2006 which provides for the disbursement of the proceeds of the Note and Mortgagee is willing to do so.

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E. The Indebtedness will be evidenced by an Amended and Restated Term Note dated as of February 23, 2007 in the principal amount of \$6,278,238.00 ("Amended and Restated Term Note").

F. The Construction Loan Agreement dated as of June 9, 2006 will be amended pursuant to an Amendment to Construction Loan Agreement dated as of February 23, 2007.

G. The proceeds of the Amended and Restated Term Note will be disbursed in accordance with the terms of the Construction Loan Agreement dated as of June 9, 2006 and the Amendment to Construction Loan Agreement dated February 23, 2007 by and between Pledgor and Mortgagee (hereinafter collectively referred to as "Loan Agreement").

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 "**WITNESSTH**" on the first (1st) page of the Mortgage is hereby deleted in its entirety and the following is substituted in its place:

"Evanston Prairie I, L.L.C. ("Pledgor") has executed an Amended and Restated Term Note dated as of February 23, 2007 (such promissory note, together with any and all restatements, amendments, modifications or supplements thereto, extensions and renewals thereof and any note which may be taken in whole or partial renewal, substitution or extension thereof, shall be called "Note I"), payable to the order of the Mortgagee in the principal amount of \$6,278,238.00 plus interest at the per annum rates set forth in Note I and as such rates may increase or decrease under the terms of Note I. The interest rate is a variable rate. The principal balance together with any accrued interest shall be payable in accordance with the terms of Note I and any unpaid principal balance plus any accrued and unpaid interest is due and payable in full not later than December 9, 2008 unless renewed or extended. The proceeds of Note I will be advanced in future multiple disbursements to Pledgor by Mortgagee for the construction of certain Improvements, Units and Parking Spaces on Premises all as defined and all in accordance with the Construction Loan Agreement dated June 9, 2006 and the Amendment to the Construction Loan Agreement dated February 23, 2007 made by and between Pledgor and Mortgagee (hereinafter collectively referred to as "Loan Agreement").

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

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MORTGAGOR:

MORTGAGEE:

EVANSTON GREEN BAY I, L.L.C.,
an Illinois limited liability company

North Shore Community Bank & Trust Company

By: <u>John M Crocker Jr</u>	By: <u>Richard Olson</u>
Name: <u>John M Crocker Jr.</u>	Its: <u>VICE PRESIDENT</u>
Its: <u>Manager</u>	

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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, Soledad Rojas, a Notary Public in and for the County and State aforesaid do hereby certify that John M. Crocker personally known to me to be the same person who is Manager of Evanston Green Bay I, L.L.C., an Illinois limited liability company 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 Manager of Evanston Green Bay I, L.L.C., as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of February, 2007.

Soledad Rojas
NOTARY PUBLIC

My Commission Expires: 8/4/09



STATE OF ILLINOIS)

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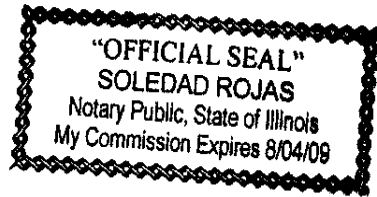
COUNTY OF COOK) SS.
)

I, Soledad Rojas, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard Chan, a Vice President of North Shore Community Bank & Trust Company, a state banking corporation, 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 banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of February, 2007.

Soledad Rojas
NOTARY PUBLIC

My Commission Expires: 8/4/09



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EXHIBIT A

PARCEL 1:

LOTS 1 AND 2 IN STEWARTS RESUBDIVISION OF LOTS 10 TO 14, IN BLOCK 20 NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16, BOTH INCLUSIVE, AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO LOTS 1, 3 AND THAT PART OF LOT 2 LYING BETWEEN THE CHICAGO AND MILWAUKEE RIGHT OF WAY OF LOT 3 PRODUCED TO THE NORTH LINE OF LOT 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF LOT 4 LYING EAST OF THE WEST LINE OF LOT 2, EXTENDED SOUTH AND LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4, AND RUNNING THENCE NORTHEASTERLY 45 FEET TO A POINT 0.44 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 4 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY IN A STRAIGHT LINE 123 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 4, 0.10 FEET SOUTHEASTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 4 IN STEWART'S RESUBDIVISION OF LOTS 10 TO 14, BOTH INCLUSIVE, IN BLOCK 20 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16, AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 9 IN BLOCK 20, IN NORTH EVANSTON, IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 8 IN BLOCK 20, IN NORTH EVANSTON, IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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P.I.N.: 05-34-423-019-0000
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COMMON ADDRESS: 2616-2628 Green Bay Road
Evanston, Illinois 60201

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