

UNOFFICIAL COPY

LOAN EXTENSION AGREEMENT

THIS LOAN EXTENSION AGREEMENT (this "Agreement") is dated as of the 9th day of August, 2007 by and between 51ST STREET RESIDENTIAL LLC, an Illinois limited liability company ("**Borrower**") and Anthony DeGrazia, Alphonse Gonzales, Eric Gonzales, and Michael Passarelli ("**Guarantors**") and NEW WEST REALTY GROUP, LLC, an Illinois limited liability company ("**Lender**")



Doc#: 0726344030 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/20/2007 12:05 PM Pg: 1 of 5

This instrument prepared by and after recoding return to:

Brad S Gerber
Laser, Pokorny, Schwartz
Friedman & Economos, P.C.
6 W. Hubbard St., Suite 800
Chicago, IL 60610

Permanent Index Nos.

19-11-204-042-0000
19-11-204-043-0000
19-11-204-044-0000
19-11-204-045-0000
19-11-204-046-0000
19-11-204-047-0000
19-11-204-048-0000
19-11-204-049-0000
19-11-204-050-0000
19-11-204-049-0000
19-11-204-052-0000

Address of Property:

3434 51ST Street
Chicago, Illinois

WITNESSETH:

WHEREAS, on or about December 29, 2005, Lender made a \$1,200,000.00 loan (**the "Loan"**) to Borrower evidenced by a Mortgage Note ("**Note**") payable to Lender dated December 29, 2005 in the original principal amount of \$1,200,000.00 and maturing on January 7, 2007;

UNOFFICIAL COPY

WHEREAS, as security for the Note, the Borrower executed and delivered a Mortgage, Security Agreement and Assignment of Rents and Leases dated December 29, 2006 and recorded as document number 0636118091 on December 27, 2006 with the Cook County Recorder of Deeds ("Mortgage") on the property commonly known as 3434 51st Street, Chicago, Illinois, which is legally described on Exhibit "A" attached hereto and made a part hereof ("Property").

WHEREAS, the Note was jointly and severally Guaranteed by the Guarantors, pursuant to that certain Guaranty dated December 29, 2005; and

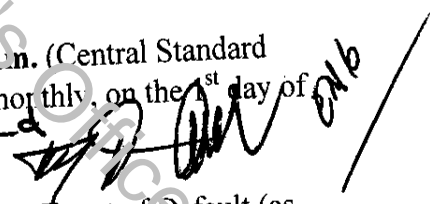
WHEREAS, the Lender previously agreed to an extension of the Maturity Date through June 30, 2007 as provided in that certain letter agreement dated December 21, 2006;

WHEREAS, the Borrower was held in default on July 1, 2007 by Lender for failure to make the payments due under the Note;

WHEREAS, Borrower has requested an additional extension of the Maturity Date of the Note; and

WHEREAS, Lender is willing to extend the Maturity Date of the Note upon the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by reference into this Agreement. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Note, Mortgage, Guaranty or any other documents that evidence or secure the Loan (the "Loan Documents").
2. The maturity of the Note is hereby extended until **5:00 p.m.** (Central Standard Time) **December 15, 2007**. Interest shall continue to be made monthly, on the 1st day of each month, and at maturity. *accrued* 
3. After the occurrence and during the continuance of another Event of Default (as defined in the Note) interest shall be paid at the interest rate provided in the Note plus fifteen (15%) percent per annum.
4. The modifications provided for in this Agreement shall be effective upon the execution and delivery to Lender of this Agreement and such other documents and instruments as Lender may require.
5. Nothing herein contained shall impair the Note, Mortgage, Guaranty, or other Loan Documents in any way, nor alter, waive, annul, vary nor affect any provision or condition therein contained except as expressly herein provided, nor affect or impair any

UNOFFICIAL COPY

right, power or remedy of the Lender. It is the intention of the parties hereto that the terms and provisions of the Note, Mortgage, Guaranty, and other Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

6. Borrower hereby acknowledges that (i) as of the date hereof, it has no defense, offset or counterclaim with respect to the payment of any sum owed to Lender or with respect to any covenant in the Loan Documents; (ii) Guarantors and Borrower hereby remake and ratify all representations, warranties and agreements made by them in and upon the execution and delivery of the Note, Mortgage, Guaranty and other Loan Documents and do hereby consent to the execution and delivery of this Agreement.
7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
8. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
10. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. The Borrower and Guarantors hereby represent and warrant to the Lender that there have been no intervening liens recorded or placed on the Properties since the recording of the Mortgage, other than that certain new loan made to Borrower by Austin Lender of Chicago ("ABC Loan"). The Lender has agreed to subordinate its Loan to the ABC Loan as evidenced by that certain Subordination Agreement of even date herewith.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto executed this Extension Agreement as of the date set forth above.

Borrower:

51ST STREET RESIDENTIAL LLC,
an Illinois limited liability company

By: [Signature]

Name: _____

Title: _____

Guarantors:

[Signature]

Anthony DeGrazia

[Signature]

Alphonse Gonzales

[Signature]

Eric Gonzales

[Signature]

Michael Passarelli

Lender:

NEW WEST REALTY GROUP, LLC, an
Illinois limited liability company

By: Theodore C. Mazola

Name: Theodore C. Mazola

Title: Manager

STATE OF ILLINOIS)
)SS:

UNOFFICIAL COPY

EXHIBIT A

Legal Description

LOTS 21 TO 31, BOTH INCLUSIVE, IN BLOCK 29 IN PAUL N. KNEFEL AND COMPANY'S SUBDIVISION OF BLOCKS 29 TO 30 IN JAMES REE'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office