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THIS DOCUMENT PREPARED BY:

Mr. Cary K. Kabumoto, Esq.
5204 N. Christiana Avenue
Chicago, Illinois 60625



Doc#: 0812139007 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/30/2008 09:10 AM Pg: 1 of 3

AFTER RECORDING MAIL TO:

Northern Trust Company
Attn: Linda Nelson
265 E. Deerpath
Lake Forest, IL 60045



AMENDMENT AGREEMENT

This Indenture, made this 20th day of March, 2008 by and between **THE NORTHERN TRUST COMPANY**, an Illinois Banking Corporation, 50 South LaSalle Street, Chicago, Illinois 60603, the owner of the mortgage hereinafter described, and **DEHAYES ASSET MANAGEMENT, LLC**, an Illinois limited liability company, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

W I T N E S S E T H:

1. The parties hereby agree to amend the amortization period and amend the interest rate of the indebtedness evidenced by the principal promissory note or notes of **DEHAYES ASSET MANAGEMENT, LLC**, an Illinois limited liability company, secured by a mortgage recorded April 14, 2005, in the office of the Recorder of Cook County, Illinois, as document number 0510414044 conveying to **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOTS 16 AND 17 IN OWNER'S DIVISION OF LOTS 1 TO 42 INCLUSIVE IN E.H. WEST'S ADDITION TO JEFFERSON PARK, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST FRACTIONAL ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED AUGUST 20, 1930, AS DOCUMENT 10730707, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5308 North Northwest Highway, Chicago, Illinois

PERMANENT INDEX NO.: 13-08-227-014-0000

2. The New Interest Rate shall be **FIVE AND ONE-QUARTER PERCENT (5.25%)** beginning April 1, 2008.

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3. The New Amortization Period shall be 120 Months beginning April 1, 2008.

4. The indebtedness shall be due and payable on **April 1, 2010** as provided in the Commercial Mortgage Balloon Note, as amended, a copy of which is attached hereto as **Exhibit A**.

5. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as provided in the promissory note or notes, or if default in the performance of any other covenant of the Owner shall continue after written notice thereof, the entire principal sum secured by said mortgage, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become due and payable, in the same manner as if said amendment had not been granted.

6. This Amendment Agreement is supplementary to said mortgage. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

Borrower/Mortgagor:

DEHAYES ASSET MANAGEMENT, LLC AN
ILLINOIS LIMITED LIABILITY COMPANY

BY: _____



BENJAMIN W. DEHAYES

ITS: SOLE MEMBER AND MANAGER

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Address for Notices:

664 West Irving Park Road
Suite I-8
Chicago, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BENJAMIN W. DEHAYES personally known to me to be the sole Manager(s) of DEHAYES ASSET MANAGEMENT, LLC, an Illinois limited liability company, and personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager(s), (s)he(they) signed and delivered the said instrument, pursuant to authority given by the Operating Agreement of said limited liability company, as his(her)(their) free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 20 day of March, 2008.



Notary Public

SEAL

My Commission Expires:

