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THIS DOCUMENT PREPARED BY:

Foster Bank
5225 N. Kedzie Avenue
Chicago, IL 60625

Doc#: 0812833089 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/07/2008 10:32 AM Pg: 1 of 5

AFTER RECORDING MAIL TO:

FOSTER BANK/Dong Wook Kim
LOAN DEPARTMENT
5225 N. KEDZIE AVENUE
CHICAGO, ILLINOIS 60625

Loan# 9020800

AMENDMENT AND EXTENSION AGREEMENT

83-47-958 J CTI
This Indenture, made this 29th day of April, 2008, by and between **FOSTER BANK**, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, the owner of the mortgage hereinafter described, and **SPAULDING LAWRENCE LLC**, an Illinois limited liability company, 4229 Bob-O-Link Terrace, Skokie, Illinois, 60076, 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 modify the amount of the Note and extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of **SPAULDING LAWRENCE LLC**, an Illinois limited liability company secured by a mortgage dated September 20, 2006 and recorded September 28, 2006, in the office of the Recorder of Cook County, Illinois, as document number **0627142117** and Mortgage Extension Agreement dated October 15, 2007 as amended or modified, and recorded October 23, 2007 as document number **0729633025** conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOTS 8, 9 AND 10 IN BLOCK 15 IN NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ (EXCEPT THE SOUTH 665.6 FEET THEREOF AND EXCEPT THE NORTHWESTERN ELEVATED RAILROAD YARDS AND RIGHT OF WAY) OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3251-59 WEST LAWRENCE AVENUE, CHICAGO, IL

PERMANENT INDEX NO.: 13-14-205-001-0000

BOX 333-07

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2. The amount remaining unpaid on the indebtedness is **ONE MILLION TWO HUNDRED EIGHTY FIVE THOUSAND SIXTY FOUR AND 96/100 UNITED STATES DOLLARS (\$1,285,064.96)**.

3. Said indebtedness of **\$1,285,064.96** shall be paid on or before **March 20, 2009** as provided in the Promissory note or notes, copies of which is attached hereto as **Exhibit A**.

4. 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 extension had not been granted.

5. This Extension 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.

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

SPAULDING LAWRENCE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

BY: *Thomas Lawrence*
ITS: MEMBER

BY: *Saima Causevic*
ITS: MEMBER

Address for notices:
4229 Bob-O-Link Terrace
Skokie, IL 60076

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 **SAIMA CAUSEVIC AND EKREM CAUSEVIC** personally known to me to be the Manager of **Spaulding Lawrence LLC**, an Illinois liability limited company, and personally known to me be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such managers, they signed and delivered the said instrument, pursuant to authority given by the Operating Agreement of said limited liability company, as 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 29th day of April, 2008.



SEAL

Dong Kim
Notary Public

My Commission Expires: 8/25/2010

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EXHIBIT A

Loan#9020800

**AMENDMENT/EXTENSION
TO
ADJUSTABLE RATE CONSTRUCTION NOTE**

- (1) Date of Note: September 20, 2006
- Amount of Note: \$2,000,000.00
- Interest Rate: Prime + 1.0%
- Amortized Period: 1 year or upon completion of construction
- Monthly Payment: Monthly Interest Payment
- Maturity Date: September 20, 2007 or Upon completion of construction
- (2) Date of Note: October 15, 2007
- Amended Amount of Note: ONE MILLION FOUR HUNDRED FIFTY THREE THOUSAND TWO HUNDRED TWENTY NINE AND 70/100 UNITED STATES DOLLARS (\$1,453,229.70)
- Maturity Date: March 20, 2008
- Borrower/Mortgagor: Spaulding Lawrence LLC
- Lender/Mortgagee: Foster Bank, an Illinois Banking Corporation

In consideration of Ten Dollars and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the Borrower and Lender do hereby agree to amend the above identified Note as follows:

Amended Amount of Note: ONE MILLION TWO HUNDRED EIGHTY FIVE THOUSAND SIXTY FOUR AND 96/100 UNITED STATES DOLLARS (\$1,285,064.96).

New Maturity Date: March 20, 2009

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EXHIBIT A

All other terms and conditions of the Note shall remain the same.

Dated this 29th day of April, 2008

Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

BY: _____
Wendy Basch

TITLE: AVP Commercial Lending/
Loan Administrator Officer

Borrower:

**SPAULDING LAWRENCE LLC, AN ILLINOIS
LIMITED LIABILITY COMPANY**

BY: _____
ITS: MEMBER

BY: _____
ITS: MEMBER

Property of Cook County Clerk's Office