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Doc#: 0815540012 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/03/2008 09:29 AM Pg: 1 of 5

MAIL TO:
CHICAGO COMMUNITY BANK
1110 W. 35th Street
Chicago, IL 60609
115-3577-9

FIRST AMERICAN TITLE SOC
ORDER # 6

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 14th day of December, 2007, by and between ENVIRONS DEVELOPMENT HARTLAND PARK, LLC, an Illinois limited liability company, (hereinafter called the "Borrower"), 1221 NELSON/2233 MEDILL, LLC, an Illinois limited liability company (hereinafter called the "Mortgagor") and CHICAGO COMMUNITY BANK, an Illinois banking corporation, with an office at 1110 W. 35th Street, Chicago, Illinois 60609 (hereinafter called the "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On October 10, 2006, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of SEVEN MILLION THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$7,300,000.00) (hereinafter called the "Note") pursuant to a Construction Loan Agreement dated October 10, 2006 executed by Borrower and Lender (the "Loan Agreement").

B. Mortgagor secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage") dated October 10, 2006, covering certain improved real property in the County of Cook, State of Illinois, which mortgage was recorded as Document No. 0628426177, with the Recorder of Deeds of Cook County, Illinois, covering the real estate at 1221 W. Nelson, Chicago, Illinois (hereinafter called the "Mortgaged Premises"), legally described as follows:

LOT 438 IN J.P. ALTGELD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 7, AND THE NORTH 1/2 OF THE BLOCK 6, IN SUBDIVISION OF THAT PART LYING NORTHEASTERN OF CENTER LINE OF LINCOLN AVENUE, IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-29-115-015

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C. Borrower and Lender have agreed to an additional advance of \$6,334,800.00, increasing the face amount of the Note from \$7,300,000.00 to \$13,634,800.00.

D. Borrower and Mortgagor represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, and that the lien of the Mortgage, as herein modified, is a valid, third and subsisting lien on said Mortgage Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree as follows:

1. Lender shall make an additional advance of \$6,334,800.00, increasing the face amount of the Note from \$7,300,000.00 to \$13,634,800.00.
2. Borrower shall pay Lender a loan fee of ~~\$70,000.00~~ ^{#63,349.00} for the new advance and reimburse the Lender its attorneys' fees of \$525.00 and title charges and recording fees in connection with this loan modification. KFB
3. All other terms of the Note, Loan Agreement and Mortgage shall remain in full force and effect.

In consideration of the modification of the terms of the Note, and the other loan documents identified above by Lender, as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note as herein modified, secured by the Mortgage as herein modified, and to perform the covenants contained in the aforementioned documents, and Borrower and Mortgagor represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid third and subsisting lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and other loan documents as modified hereby, or the lien created thereby or any other documents executed by Borrower in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note and other instruments and documents executed in connection with the subject loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

CHICAGO COMMUNITY BANK, Lender:

By: [Signature]
Its Senior Vice President

ENVIRONS DEVELOPMENT HARTLAND PARK, LLC

By: ENVIRONS DEVELOPMENT HOLDINGS, LLC, Its Sole Member

By: [Signature]
Kenneth F. Brinkman, Sole Member

1221 NELSON/2233 MEDILL, LLC, an Illinois limited liability company

By: [Signature]
Carolyn Conover Brinkman as Trustee of the Carolyn Conover Brinkman Trust dated 10/10/01 Member

By: [Signature]
Louis L. Manfredini as Trustee of the Louis F. Manfredini Trust dated 6/4/04 Member

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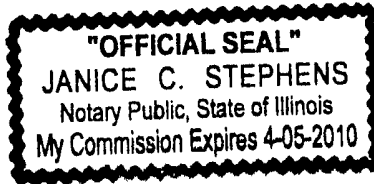
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that on this day personally appeared before me, _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the _____ President of CHICAGO COMMUNITY BANK and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of December, 2007.

Janice C. Stephens

Notary Public



State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Kenneth F. Brinkman, known to me to be the same person whose name is subscribed to the foregoing instrument as the Sole Member of ENVIRONS DEVELOPMENT HOLDINGS, LLC, an Illinois limited liability company, the Sole Member of ENVIRONS DEVELOPMENT HARTLAND PARK, LLC, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of December, 2007.

Karen M. Hunter

Notary Public



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State of Illinois)
) ss.
 County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Carolyn Conover Brinkman as Trustee of the Carolyn Conover Brinkman Trust dated 10/10/01 and Louis L. Manfredini as Trustee of the Louis F. Manfredini Trust dated 6/4/04, known to me to be the same persons whose names are subscribed to the foregoing instrument as the Members of 1221 NELSON/2233 MEDILL, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 28th day of December, 2007.



Karen M. Hunter

 Notary Public