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Doc#: 0901349010 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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Prepared By:
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1110 W. 35th Street
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FTC 680553-41

FREEDOM TITLE CORP.

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 8th day of November, 2008, by and between 500 WEST 31ST LLC, an Illinois limited liability company, (hereinafter called "Borrower"), and CHICAGO COMMUNITY BANK, an Illinois banking corporation, with an office at 1110 W. 35th Street, Chicago, Illinois 60609 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On February 8, 2007, for full value received, Borrower executed and delivered to Lender a Promissory Note in the note amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,200,000.00) (hereinafter called the "Note") in accordance with the terms of a Revolving Line of Credit Loan Agreement of even date between Borrower and Lender (hereinafter called the "Loan").

B. Borrower secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage") and an Assignment of Leases and Rents, dated February 8, 2007 and recorded as Document Nos. 0704045109 and 0704045110 with the Cook County Recorder of Deeds, covering certain improved real property at 500 W. 31st Street, Chicago, County of Cook, State of Illinois (hereinafter called the "Mortgaged Premises"), covering the property legally described below:

LOTS 27, 28, 29 AND 30 IN BLOCK 7 IN DAVID DAVIS SOUTH ADDITION, A SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ (EXCEPT THE EAST 83 FEET THEREOF) OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-28-331-046-0000 and 17-28-331-047-0000

C. Borrower represents to Lender that (i) there is no junior mortgage or other subsequent lien now outstanding against Mortgaged Premises and (ii) the lien of the Mortgage, as herein

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modified, is a valid, first and subsisting lien Mortgaged Premises.

D. Borrower and Lender have agreed to a change in the membership interest in Borrower and to change the terms of the Loan and Mortgage.

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. Michael J. Passarelli and Anthony DeGrazia shall assign their respective membership interest in Borrower to Richard Ferro, Thomas DiPiazza and Vince Scalise.
2. Lender shall release the February 8, 2007 Continuing Guaranty of Michael J. Passarelli and Anthony DeGrazia with respect to the obligations of Borrower to Lender.
3. The Note shall be renewed for an additional twelve months as evidenced by a promissory note dated November 8, 2008 in the amount of \$1,200,000.00 (the "Renewal Note").
4. The Regular Rate of interest under the Renewal Note shall be 5.00%.
5. An installment payment of accrued interest under the Renewal Note shall be payable on May 8, 2009.
6. An exit fee shall be due on November 8, 2009 equal to the interest savings accruing to Borrower due to the change in the Regular Rate of interest from 7.25% to 5.00%, effective on November 8, 2008 and running through the maturity date of the Renewal Note.
7. Borrower will reimburse Lender its attorney's fees of \$525.00.
8. The Mortgage shall secure the Renewal Note and the obligations under a promissory note dated November 4, 2005 in the original amount of \$1,800,000.00 executed by 3227-31 S. Halsted Condominiums, LLC, Note amount increased to \$2,433,838.00 on January 4, 2008 and three promissory notes dated February 10, 2008 in the respective amounts of \$3,940,832.00, \$2,547,714.00 and \$963,050.00 executed by Riverside Homes, LLC.
9. Proceeds from the sale of the Mortgaged Premises shall be applied as follows: (i) first, to pay the obligations under the Renewal Note; (ii) second, to reimburse Richard Ferro, Thomas DiPiazza or Vince Scalise for any debt servicing paid under the Renewal Note; and (iii) to pay the obligations under the promissory notes identified in paragraph (8) above at the sole discretion of the Lender.
10. All other terms and conditions of the Loan shall remain in full force and effect.

In consideration of the renewal and modification of the terms of the Loan, as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Renewal Note secured by the Mortgage as herein modified, and to perform the covenants

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contained in the aforementioned documents, and Borrower represents 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, first and subsisting lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Renewal Note and other loan documents as identified 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 instruments and documents executed in connection with the 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.

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

By: Steve A Stephen
Its Vice President

500 WEST 31ST LLC
By: Thomas DiPiazza
Thomas DiPiazza, Manager/Member

By: Richard Ferro
Richard Ferro, Manager/Member

By: N/A
Vince Sealise, Manager/Member

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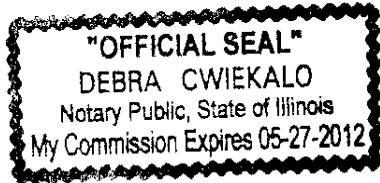
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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, Steve Stephens, 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 Vice President of CHICAGO COMMUNITY BANK and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 8th day of November 2008.

Debra Cwiekalo
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 RICHARD FERRO, THOMAS DIFAZZA and VINCE SCALISE, known to me to be the same persons whose names are subscribed to the foregoing instrument as the members/managers of 500 WEST 31ST 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 8th day of November 2008.

Debra Cwiekalo
Notary Public

