

UNOFFICIAL COPY

Loan Number 4241970001



Doc#: 0917349022 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2009 03:23 PM Pg: 1 of 3

(5) 591555
TICOR

PREPARED BY:

James B. Carroll, Esq.
7800 West 95th St., 2nd Fl. East
Hickory Hills, IL 60457
(708) 430-1300

MAIL TO:

Standard Bank and Trust Company
Christopher T. Terzich, VP
7800 West 95th St.,
Hickory Hills, IL 60457

SECOND AMENDMENT TO
MORTGAGE, SECURITY
AGREEMENT AND FINANCING STATEMENT

The Mortgage, Security Agreement and Financing Statement ("Mortgage") made December 20, 2006, by Charleton Development, LLC, an Illinois Limited Liability Company, 11800 S. 75th Ave, Palos Heights, IL 60463, ("Mortgagor" herein) in favor of STANDARD BANK AND TRUST COMPANY, its successors and assigns, 7800 West 95th Street, Hickory Hills, Illinois 60457, ("Lender") is further amended as follows effective August 5, 2007:

WITNESSETH;

WHEREAS, the Mortgagor represents itself to be the owner of the real estate described on Exhibit "A" attached hereto and incorporated herein by reference except for those portions of said real estate which have been heretofore conveyed; and

WHEREAS, the said Mortgagor, has heretofore executed, inter alia, a certain Mortgage encumbering the real estate described on Exhibit "A" to secure Notes dated April 24, 2006 and May 15, 2006 respectively in the principal sum of Two Million Three Hundred Fifty Thousand (\$2,350,000.00) Dollars and in the principal sum of Two Million Two Hundred Fifty Thousand (\$2,250,000.00) Dollars, respectively, (individually and collectively referred to herein as the "Note") and which Mortgage was dated December 20, 2006, and was recorded in the Office of the Recorder of Cook County, Illinois, on January 2, 2007, as document number 0700246009; and

WHEREAS, Mortgagor's beneficiary has requested a change of the Maturity Date of the Note secured by, inter alia, said Mortgage; and

WHEREAS, Lender is willing to grant the requested change of the Maturity Date of the Note secured by, inter alia, said Mortgage upon the terms and provisions set forth in the Second Amendment to Mortgage Loan Agreement of same date herewith made by Borrower, Lender and others and the Second and Restated Note of same date herewith made by Borrower.

NOW, THEREFORE, Mortgagor, at the direction of its beneficiary and Lender, hereby agree as follows:

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That any unpaid principal and all accrued interest (the "Maturity Payment") due on Note, as amended and as amended and restated from time-to-time, if not sooner paid, shall be due in full on demand (the "Maturity Date").

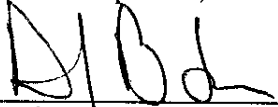
Mortgagor and Lender further agree that except as amended herein and as previously amended, said Mortgage is in full force and effect according to its original terms and that no defense exists to the enforcement of the terms and provisions of the Mortgage as of the date hereof. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Mortgage, the terms and provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be signed and attested by Mortgagor's duly authorized Managers as of the 5th day of August, 2007.

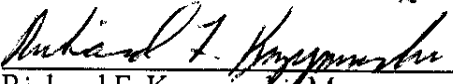
Charleton Development, LLC,
an Illinois Limited Liability Company



Paul R. Napleton, Manager



David B. Sosin, Manager




Richard F. Krzyminski, Manager

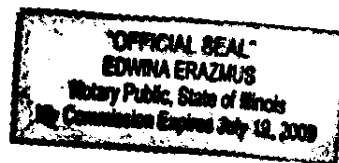
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul R. Napleton, David B. Sosin and Richard F. Krzyminski who are personally known to me to be the Managers of Charleton Development, LLC, an Illinois Limited Liability Company (the "Company") and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed and delivered this Mortgage as their free and voluntary act and as the free and voluntary act of the Company in connection with securing the Notes.

GIVEN under my hand and official seal as of the 5th day of August, 2007.



Notary Public



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EXHIBIT "A" LEGAL DESCRIPTION

UNIT NUMBERS 1-D, 1-E, 2-B, 3-D and 4-A AND GARAGE UNITS G2, G10, G12, G20 AND G23 IN THE CHARLETON PLACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 2 IN SARATOGA LAKES SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0511919048; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACES 1-D, 1-E, 2-B, 3-D AND 4-A LIMITED COMMON ELEMENTS AS SHOWN ON PLAT OF SURVEY ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0511919048.

Original P.I.N.

27-21-405-18-0000

New PIN:	Unit 1-D	27-21-405-074-1004
New PIN:	Unit 2-B	27-21-405-074-1008
New PIN:	Unit 3-D	27-21-405-074-1016
New PIN:	Garage Unit G-10	27-21-405-074-1034
New PIN:	Garage Unit G-12	27-21-405-074-1036
New PIN:	Garage Unit G-23	27-21-405-074-1047

Commonly Known As: 9730 W. KOCH COURT, Orland Park, IL 60462