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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



0919846032

Doc#: 0919846032 **Fee:** \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/17/2009 12:36 PM Pg: 1 of 7

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-07-414-014-0000

Address:

Street: 1756 W Lake St

Street line 2:

City: Chicago

State: IL

ZIP Code: 60612

Lender: American Chartered Bank

Borrower: 1800 W Lake Street LLC/1756 W Lake Street LLC

Loan / Mortgage Amount: \$244,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 080B0AA1-F2B3-4B71-9828-942672FE205E

Execution date: 07/15/2009

UNOFFICIAL COPY**FOR RECORDER'S USE ONLY****WHEN RECORDED MAIL TO:**

American Chartered Bank
 955 National Parkway #600
 Schaumburg, IL 60173
 Attn: File Review
 #14632302

**AMENDMENT NO. 1 TO MORTGAGE
 1756 W. LAKE STREET, LLC (1800 NOTE)**

Amendment No. 1 to Mortgage dated as of July 13, 2009, given by **1756 W. LAKE STREET, LLC** ("Mortgagor") in favor of **AMERICAN CHARTERED BANK** ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof, together with all equipment, fixtures and other personal property attached to such real estate (collectively, the "Property").

P R E A M B L E:

Mortgagor gave to Mortgagee that certain Mortgage dated October 25, 2006 and recorded on February 14, 2007 with the Cook County Recorder of Deeds as document no. 0704550064 (the "Mortgage"), which encumbers the Property. Mortgagor has requested Mortgagee to make certain changes to Mortgagee's financing of Mortgagor. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers this Amendment.

NOW, THEREFORE, in consideration of the premises that are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, it is agreed as follows:

1. The paragraph on page 1 of the Mortgage captioned "MAXIMUM LIEN" is replaced with the following:

"MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed two times the original principal amount of the Note."

2. The second full paragraph on page 2 of the Mortgage (commencing with the words "THIS MORTGAGE, INCLUDING . . .") is replaced with the following:

"THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS, AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THIS MORTGAGE, THE GRANTOR GUARANTIES

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AND THE OTHER RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:"

3. The following new paragraph is inserted on page 12 of the Mortgage immediately before the definition of "Guarantor":

"Grantor Guaranties. The words 'Grantor Guaranties' mean all of the Guaranties listed on Schedule 1 attached to this Mortgage."

4. The definition of Indebtedness on page 13 of the Mortgage is replaced with the following:

"Indebtedness. The word 'Indebtedness' means all principal, interest, and other amounts, costs, fees and expenses payable under any of the Note and the other Related Documents, including, without limitation, under any and all of the Grantor Guaranties, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the Note and the other Related Documents (including, without limitation, the Grantor Guaranties), or any of the foregoing and any amounts expended or advanced by Lender to discharge Grantor's or Guarantor's obligations or expenses incurred by Lender to enforce Grantor's or Guarantor's obligations under this Mortgage or the other Related Documents (including, without limitation, the Grantor Guaranties), together with interest on such amounts as provided in this Mortgage or in the other Related Documents (including, without limitation, the Grantor Guaranties)."

5. The definition of Note on page 13 of the Original Mortgage is replaced with the following:

"Note. The word 'Note' means, collectively, the promissory note dated October 25, 2006, **in the original principal amount of \$1,475,000.00** from Grantor to Lender, together with each of the other promissory notes listed on Schedule 2 attached to this Mortgage, together with all renewals of, extensions of, modifications of, amendments to, supplements to, refinancings of, consolidations of, and substitutions for any and all of the foregoing promissory notes."

6. Schedule 1 (Grantor Guaranties) attached to this Amendment is added immediately after page 14 of the Mortgage as new Schedule 1 to the Mortgage ("Schedule 1").

7. Schedule 2 (Notes) attached to this Amendment is added immediately after Schedule 1 as new Schedule 2 to the Mortgage.

8. All of the agreements, representations and covenants and obligations set forth in the Mortgage made or given by Mortgagor are hereby reaffirmed and restated by Mortgagor as of the date of this Amendment.

9. All references in the Mortgage to the "Mortgage" shall mean the Mortgage as assumed and amended by this document.

10. Except as specifically amended and modified by this Amendment, the Mortgage is hereby restated, reaffirmed and incorporated herein and shall remain in full force and effect. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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SIGNATURE PAGE TO AMENDMENT NO. 1 TO MORTGAGE

1756 W. LAKE STREET, LLC

By: *Christopher Bambulas*
Christopher Bambulas, Member

By: *Daniela Bambulas* member
Daniela Bambulas, Member

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

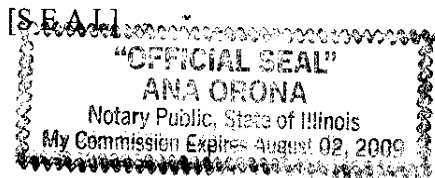
I, ANA ORONA a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Christopher Bambulas and Daniela Bambulas, each Members of 1756 W. LAKE STREET, LLC, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Members, appeared before me this day in person and acknowledged that such persons signed and delivered the said instrument as such persons' own free and voluntary act and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13 day of July, 2009.

Ana Orona
NOTARY PUBLIC

My Commission Expires:

8-2-09



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EXHIBIT A LEGAL DESCRIPTION

LOTS 37 TO 42, AND THE WEST ½ OF LOT 43 (EXCEPT THAT PART TAKEN FOR ALLEY) IN ROBINSON'S SUBDIVISION OF BLOCK 47 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.Ns.: 17-07-414-014-0000
17-07-414-015-0000
17-07-414-016-0000
17-07-414-017-0000
17-07-414-018-0000
17-07-414-019-0000
17-07-414-022-0000
17-07-414-023-0000
17-07-414-024-0000
17-07-414-025-0000
17-07-414-034-0000
17-07-414-035-0000

Common Address: 1756 West Lake Street, Chicago, Illinois 60612

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SCHEDULE 1 GRANTOR GUARANTIES

All documents on this schedule are dated as of March 31, 2009.

1. Guaranty of 1800 W. Lake Street, LLC Liabilities executed by Grantor and Bamas Enterprises, L.L.C. in favor of American Chartered Bank.
2. Guaranty of Bamas Enterprises, L.L.C. Liabilities executed by Grantor and 1800 W. Lake Street, LLC in favor of American Chartered Bank.

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SCHEDULE 2 NOTES

1. Promissory Note dated July 13, 2009 in the original principal amount of \$244,000 made by 1800 W. Lake Street, LLC in favor of American Chartered Bank.

Property of Cook County Clerk's Office

