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AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT



Doc#: 1001131088 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/11/2010 12:52 PM Pg: 1 of 5

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (the "**Amended Mortgage**") is made effective as of this 1st day of January, 2009 between **Peppercorn 124, LLC**, an Illinois limited liability company, with a mailing address of 1248 West Washington, Chicago, Illinois 60607 (the "**Mortgagor**") and **James Denny and Catherine M. Denny**, with a mailing address of One North Wacker Drive, Suite 4125, Chicago, Illinois 60606 (collectively the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Mortgage Note dated April 20, 2007 as the same has been modified or amended from time to time (the "**Note**"), Mortgagor was indebted to Lender in an original amount of One Million Six Hundred Thirty Six Thousand Seven Hundred Twenty Five and 00/100 Dollars (\$1,636,725.00) (the "**Loan**"); and

WHEREAS, Lender required that Mortgagor execute that certain Mortgage and Security Agreement dated April 20, 2007 and recorded May 4, 2007 as Document No. 0712422041 (the "**Mortgage**") to secure the obligations and duties of the Mortgagor under the Note with the property described in Exhibit A; and

THIS DOCUMENT PREPARED BY AND AFTER RECORDING, MAIL TO:

James B. Toohey
440 West Randolph Street, Suite 500
Chicago, Illinois 60606

PROPERTY:

120-124 North Willard Court
Chicago, Illinois 60607
P.I.N.s 17-08-330-012-0000
17-08-330-013-0000
17-08-330-014-0000

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WHEREAS, Mortgagor has requested and Lender has agreed to extend the Maturity Date in the Note to December 31, 2013 and in exchange Lender has requested that Catherine M. Denny be added as a co-lender of the Loan.

WHEREAS, simultaneous herewith the parties are executing an Amendment to Mortgage Note ("**Amended Note**") to implement the aforementioned changes and additional changes that do not affect the Mortgage.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **INCORPORATION AND DEFINITIONS.** The foregoing recitals and all Exhibits hereto are hereby made a part of this Amended Mortgage and incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Mortgage.
2. **AMENDMENT TO MORTGAGE.** The Mortgagor and the Lender hereby amend the Mortgage as follows: (a) the Lender shall be "James Denny and Catherine M. Denny"; and (b) the Recitals paragraph of the Mortgage shall reflect that the Maturity Date in the Note is December 31, 2013.
3. **ADDITIONAL COVENANTS OF MORTGAGORS.** The Mortgagor shall cause this Amended Mortgage to be promptly recorded with the Recorder's Office of Cook County, Illinois.
4. **REAFFIRMATION OF MORTGAGE.** All of the terms, conditions, agreements and provisions set forth in the Mortgage, as hereby and hereafter amended, modified and supplemented, shall be and are hereby reaffirmed, ratified and confirmed in their entirety and incorporated herein by reference as if fully set forth herein. All references in the Mortgage to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended by this Amendment. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. **REPRESENTATIONS AND WARRANTIES.** To induce the Lender to enter into this Amendment, the Mortgagor represents and warrant that as of the date of this Amendment, no Event of Default or event or condition which, with notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing, and the Mortgagors affirm the representations and warranties contained in the Mortgage shall be true and correct as of the date of this Amendment except that they shall be deemed also to refer to this Amendment.
6. **MISCELLANEOUS.** The title of this Amendment and the headings of the various paragraphs of this Amendment have been inserted only for the purposes of convenience and are not part of this Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Amendment. This Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

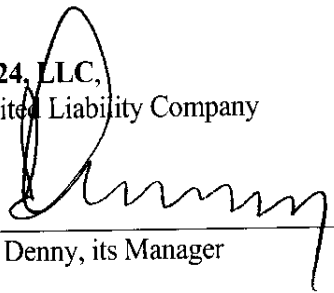
[Signature Page Follows]

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IN WITNESS WHEREOF, Mortgagor has executed this Amended Mortgage as of the day and year first above written.

Peppercorn 124, LLC,
an Illinois Limited Liability Company

BY:


Philip Denny, its Manager

MORTGAGOR'S ADDRESS:

1248 WEST WASHINGTON
CHICAGO, ILLINOIS 60607

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MEGAN M. GINGERICH, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that PHILIP DENNY, who is personally known to me to be the Manager of Peppercorn 124, LLC, an Illinois limited liability company, signed, sealed and delivered the said instrument as the Manager of said Company, as his free and voluntary act and the free and voluntary act of the Company.

GIVEN under my hand and notarial seal this 17TH day of JULY, 2009.



Megan M. Gingerich
Notary Public

My Commission Expires: 08/04/2010

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IN WITNESS WHEREOF, Lender has executed this Amended Mortgage as of the day and year first stated above.

James Denny
James Denny

Catherine M. Denny
Catherine M. Denny

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MEGAN M. GINGERICH, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAMES M. DENNY, who is personally known to me, appeared before me this day in person and signed, sealed and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and notarial seal this 17TH day of JULY, 2009.



Megan M. Gingerich
Notary Public

My Commission Expires: 08/04/2010

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MEGAN M. GINGERICH, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that CATHERINE M. DENNY, who is personally known to me, appeared before me this day in person and signed, sealed and delivered the said instrument as her free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and notarial seal this 17TH day of JULY, 2009.



Megan M. Gingerich
Notary Public

My Commission Expires: 08/04/2010

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN C.W. COOK'S SUBDIVISION OF LOTS 9, 12, 15 AND 18 IN S.S. HAYE'S SUBDIVISION OF BLOCK 1 IN WRIGHT'S ADDITION IN THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 120-124 NORTH WILLARD COURT, CHICAGO, ILLINOIS

Property of Cook County Clerk's Office