

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

**Report Mortgage Fraud
800-532-8785**

Accommodation %

The property identified as: **PIN: 17-08-326-005-0000**

Address:

Street: 1235-37 W. Lake Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60607

Lender: First American Bank

Borrower: 1235-37 W. Lake, LLC

Loan / Mortgage Amount: \$629,269.30

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: 1BFDE07C-C741-4C73-A22F-01E7505CD915

Execution date: 12/01/2009

UNOFFICIAL COPY

THIS INSTRUMENT WAS)
PREPARED BY AND AFTER)
RECORDING RETURN TO:)
 First American Bank)
 P. O. Box 307)
 Hampshire, IL 60140)
)
PERMANENT INDEX #:)
 17-08-326-005-0000)
)
STREET ADDRESS:)
 1235-37 W. Lake Street)
 Chicago, IL 60607)
)
 Accommodation 1/1)



FIRST AMENDMENT TO MORTGAGE

THIS MORTGAGE, made December 1, 2009, by and between **1235-37 W. Lake, L.L.C.**, an Illinois limited liability company (hereinafter referred to as "Mortgagor"), and **First American Bank**, an Illinois banking corporation (hereinafter referred to as "Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of Six Hundred Thousand and No/100 Dollars (\$600,000.00), evidenced by the certain Term Note dated April 3, 2007 in the original principal amount of \$325,000.00 (the "Term Note"), and that certain Revolving Note dated April 3, 2007 in the original principal amount of \$275,000.00, having been increased to \$325,000.00 on June 12, 2007 (the "Revolving Note" which together with the Term Note are hereinafter collectively referred to as the "Notes") each made by Mortgagor pursuant to the Loan and Security Agreement, dated April 3, 2007 between Mortgagor and Mortgagee (the "Loan Agreement"), and made payable to the order of and delivered to Mortgagee, in and by which Note the Mortgagor promised to pay the principal sum and interest as set forth in the Note, with a final maturity date occurring on April 1, 2012 or earlier as so provided in the Note).

WHEREAS, pursuant to the terms of the Loan Agreement, Borrower has also executed and delivered to Bank, among other agreement, (a) that Mortgage dated as of April 3, 2007 and recorded April 18, 2007 with the Cook County Recorder as Document No. 0710805128, encumbering certain property in Cook County, Illinois;

WHEREAS, as of the date hereof, the Mortgage encumbers the real property described in Exhibit A attached hereto; and

WHEREAS, the Mortgagor and the Mortgagee wish to combine the existing principal balance under the Term Note and the Revolving Note into a new Term Note with the initial principal balance of \$629,269.30; and

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-2-

NOW THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by Mortgagor and Mortgagee, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment.

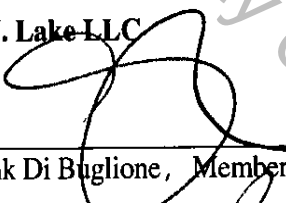
2. The principal amount of indebtedness permitted under the Note shall be an amount equal to Six Hundred Twenty Nine Thousand Two Hundred Sixty Nine and 30/100 Dollars (\$629,269.30).

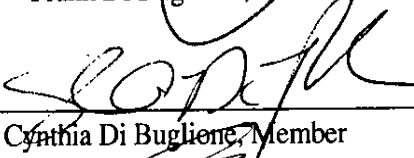
3. The Maturity Date of the Note is hereby amended from April 1, 2012 to March 1, 2013.

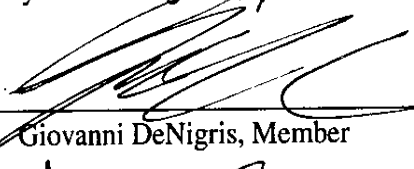
4. Except as herein amended, the Mortgage is ratified and confirmed and shall remain in full force and effect in accordance with the terms.

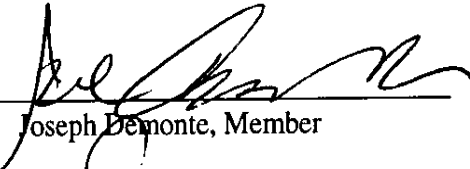
IN WITNESS WHEREOF, Mortgagor has executed this instrument the day and year first written above.

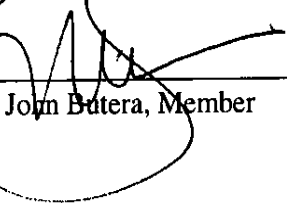
1235-37 W. Lake LLC

By: 
Frank Di Buglione, Member

By: 
Cynthia Di Buglione, Member

By: 
Giovanni DeNigris, Member

By: 
Joseph DeMonte, Member

By: 
John Butera, Member

Property of Cook County Clerk's Office

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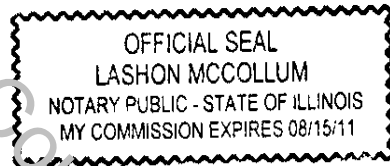
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Frank D. Buglione, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Frank Di Buglione, personally known to me and known by me to be the Member of 1235-37 W. Lake LLC, an Illinois limited liability company in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said 1235-37 W. Lake LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of January, 2010.

[Signature]
Notary Public

My Commission Expires: 8-15-2011

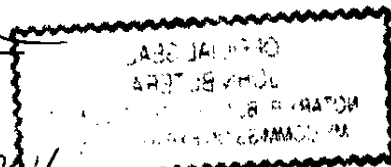


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

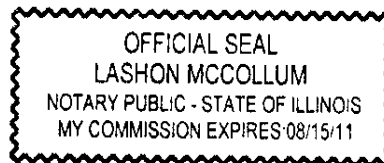
I, Cynthia D. Buglione, Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Cynthia Di Buglione, personally known to me and known by me to be the Member of 1235-37 W. Lake LLC, an Illinois limited liability company in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said 1235-37 W. Lake LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of January, 2010.

[Signature]
Notary Public



My Commission Expires: 8-15-2011



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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, JOHN BUTERA, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Giovanni DeNigris, personally known to me and known by me to be the Member of 1235-37 W. Lake LLC, an Illinois limited liability company in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said 1235-37 W. Lake LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7TH day of JANUARY, 2010

[Signature]

Notary Public
My Commission Expires: _____



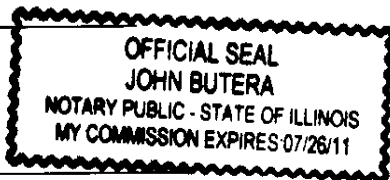
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, JOHN BUTERA, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Joseph Demonte, personally known to me and known by me to be the Member of 1235-37 W. Lake LLC, an Illinois limited liability company in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said 1235-37 W. Lake LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7TH day of JANUARY, 2010

[Signature]

Notary Public
My Commission Expires: _____



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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS
)

I, Gina Abate, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT John Butera, personally known to me and known by me to be the Member of 1235-37 W. Lake LLC, an Illinois limited liability company in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said 1235-37 W. Lake LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of January, 2010

Gina Abate
Notary Public



My Commission Expires: 3/27/10

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A Legal Description

LOTS 1 AND 2 IN THE SUBDIVISION OF LOTS 11 TO 16, INCLUSIVE, IN BLOCK 1 IN MAGIE AND HIGH'S ADDITION TO CHICAGO, IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-08-326-005-0000

Commonly known as: 1235-37 W. Lake Street
Chicago, IL 60607

Property of Cook County Clerk's Office