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JUNIOR MORTGAGE MODIFICATION AGREEMENT

This Junior Mortgage Modification Agreement ("Agreement") is made as of this 7th day of May, 2010, by NORTH STAR TRUST COMPANY, as successor Trustee to LAKESIDE BANK, as Trustee under Trust Agreement dated September 8, 2004, and known as Trust Number 10-2741, not personally, but solely in its capacity as trustee, having an address at 500 West Madison, Suite 3150, Chicago IL 60661 (the "Borrower") to Raymond B. Lee, having an address at 2355 South Blue Island, Chicago, Illinois 60608 (the "Lender").

WITNESSETH:

WHEREAS, Borrower executed and delivered to Lender a Note Secured by Mortgage (the "Promissory Note") dated August 29th, 2008, payable to the order of Lender in the principal sum of TWO MILLION TWO HUNDRED THOUSAND AND 00/100 Dollars (\$2,200,000), bearing interest and payable as set forth in the Note, and due on the Maturity Date as provided for in the Note:

WHEREAS, as security for the Promissory Note, Borrower did execute and deliver to Lender a Junior Mortgage ("Mortgage") dated concurrently with the Note, relating to certain real property described as follows:

Lot 13 (except the West 6.5 feet thereof), lots 14, 15, 16, and 17 in block 4 in Archer Addition to Chicago, being a subdivision in Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, as security for the Promissory Note, Perry Lau and Francis Yip (collectively "Guarantors," and individually as Guarantor") did execute that certain Payment Guaranty of even date with the Note ("Guaranty");

WHEREAS, as additional security for the Promissory Note and Modification of the Note, Borrower and Lender did execute that certain Loan Agreement ("Loan Agreement");

WHEREAS, the Loan Agreement and Mortgage are sometimes collectively referred to herein as the "Loan Documents";

WHEREAS, pursuant to that certain Modification of Note, dated August 29, 2008, ("Modification of Note") Lender did advance an additional Three Hundred Thousand and No/100 Dollars (\$300,000) to Borrower contemporaneous, in accordance with the terms and conditions set forth herein, with the total principal amount then due under the Promissory Note of \$2,500,000;

WHEREAS, pursuant to that certain Modification of Note, dated January 6, 2009, ("2nd Modification of Note") the reference to and the interest due under the Note was modified effective January 1, 2009, to ten percent (10%) per annum;



Doc#: 1013418072 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/14/2010 03:01 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This instrument prepared by and after recording return to:

Marshall L. Blankenship
Adducci, Dorf, Lehner, Mitchell & Blankenship, P.C.
150 N. Michigan Ave., Suite 2130
Chicago, IL 60601

Common Property Address:

309-13 West 23rd Street
Chicago, Illinois 60608

PIN: 17-28-212-002-0000
17-28-212-003-0000

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WHEREAS, pursuant to that certain 3rd Modification of Note, dated December 6, 2009, Lender did advance an additional Four Hundred Thousand and No/100 Dollars (\$400,000) to Borrower, in accordance with the terms and conditions set forth herein, with the total principal amount then due under the Promissory Note of \$2,900,000 (3rd Modification of Note);

WHEREAS, Lender has agreed to advance an additional Four Hundred Thousand and No/100 Dollars (\$400,000) to Borrower contemporaneous with the execution of this Agreement, in accordance with the terms and conditions of the Fourth Modification of Note, dated April 28, 2010 ("4th Modification of Note");

WHEREAS, the Promissory Note, 2nd Modification of Note, 3rd Modification of Note, and 4th Modification of Note are collectively referred to as the "Note";

WHEREAS, Borrower has agreed to provide additional collateral as security for the Note in the form of a Mortgage on two separate parcels of real property one improved parcel commonly known as 2002 South Wentworth Chicago, Illinois ("Wentworth Mortgage"), and a vacant parcel of approximately one acre located at the corner of 19th Street and Wentworth Avenue, Chicago, Illinois ("Sante Fe Mortgage");

WHEREAS, Lender did record the Mortgage with the Cook County Recorder of Deeds on May ^{13th} ~~20~~, 2010, as Document Number 101235051, which Mortgage contained a metes and bound legal description for the entire parcel as a Declaration of Condominium was recorded as Document Number 0931444064, and the parties desire to conform the legal description of the Mortgage with that of the Declaration;

WHEREAS, with the addition of the collateral pursuant to the Wentworth Mortgage and Sante Fe Mortgage to secure the Note, the parties have agreed to limit the lien of this Mortgage to 10 condominium units rather than the full parcel described in the original Mortgage, and Lender shall execute and deliver a partial release of mortgage for the balance of the property contained in the Lien of the Mortgage;

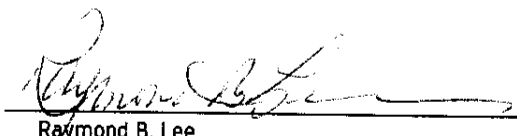
NOW THEREFORE, in consideration for the terms, covenants and conditions contained herein, and for the sum and Ten and No/100 (\$10.00) Dollars in hand paid by Borrower and received for, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The aforesaid recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. The legal description of the Mortgage is hereby modified to and shall hereafter refer to the real property as more particularly described in Exhibit A attached hereto and made a part hereof.
3. All references to the principal amount due under the Note contained within the Mortgage, shall hereinafter refer to and mean Three Million Three Hundred Thousand and No/100 Dollars (\$3,300,000).
4. Borrower does hereby reaffirm and agree to perform each and every covenant, condition, obligation and provision set forth in the Mortgage as herein modified.
5. Except as herein modified, the terms, covenants, conditions of the Mortgage, shall remain unchanged and in full force and effect. Upon any inconsistency between this Agreement and the terms of the Mortgage, the terms of this Agreement shall govern and control.
7. This Agreement shall be governed by the laws of the state of Illinois.
8. *Trustee's Exculpatory Clause.* This Agreement is executed by the undersigned, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that **nothing** herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein

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contained, or with regard to any warranty contained in this Agreement except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Agreement or Lender's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Lender in any such foreclosure proceedings or other enforcement of the payment of the Indebtedness out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Borrower under any other document or instrument evidencing, securing or guarantying the Indebtedness.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

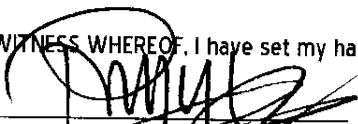
<p>BORROWER:</p> <p>NORTH STAR TRUST COMPANY, as successor Trustee to LAKESIDE BANK, as Trustee under Trust Agreement dated September 8, 2004, and known as Trust Number IO-2741, not personally, but solely in its capacity as trustee</p> <p>By: _____ Francis Yip, as agent for Beneficiary</p>	<p>LENDER:</p> <p> _____ Raymond B. Lee</p>
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STATE OF ILLINOIS

COUNTY OF COOK

I HEREBY CERTIFY that on this 7th day of May, 2010, before me a Notary Public for the state and county aforesaid, personally appeared Francis Yip known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, who acknowledged that s/he is the agent of the beneficiary of NORTH STAR TRUST COMPANY, as successor Trustee to LAKESIDE BANK, that s/he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.



NOTARY PUBLIC

(Seal)



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STATE OF ILLINOIS

)
) ss.

COUNTY OF COOK

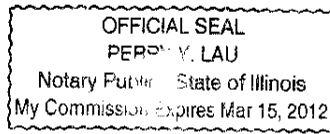
I HEREBY CERTIFY that on this 7th day of May, 2010, before me a Notary Public for the state and county aforesaid, personally appeared **RAYMOND B. LEE** known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, that s/he has been duly authorized to execute, and has executed, such instrument for the purposes therein set forth, and that the same is their act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.



NOTARY PUBLIC

(Seal)



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