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Doc#: 1018716033 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/06/2010 02:25 PM Pg: 1 of 10

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

Property of Cook County Clerk's Office

The property identified as: PIN: 04-27-400-060-1068

Address:

Street: 2144 Rugen Road, Unit B

Street line 2:

City: Glenview

State: IL

ZIP Code: 60026

Lender: Stephen Carl

Borrower: Patrick Chan and Shelly Carl-Chan

Loan / Mortgage Amount: \$113,399.26

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: CFBCF0E9-C079-41F4-8F36-65261FBA84CC

Execution date: 06/23/2010

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Document prepared by and after
recording to be returned to:

Neil Cass, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "**Amendment**") dated as of May 6, 2010, by and among **PATRICK CHAN** ("**Chan**"), **SHELLY CARL-CHAN** ("**Carl-Chan**"); Chan and Carl-Chan are sometimes hereinafter collectively referred to herein as "**Mortgagor**", and **STEPHEN CARL** ("**Mortgagee**"), his successors and his assigns.

WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee a Promissory Note dated December 22, 2008, payable to Mortgagee in the original maximum stated principal amount of One Hundred Thirteen Thousand Three Hundred Ninety-Nine and 26/100 Dollars (\$113,399.26) (the "**Original Note**"), evidencing a loan in like amount (the "**Loan**"), pursuant to which Original Note Mortgagor promised to pay such principal sums thereof (or so much thereof as may be outstanding at the Maturity Date (as such term is defined in the Original Note)), or such earlier date as the Original Note may be accelerated in accordance with the terms thereof, together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rates and at the times specified in the Original Note.

WHEREAS, the Original Note is secured, in part, by that certain Mortgage dated as of December 31, 2008, from Mortgagor in favor of Mortgagee, and recorded with the Cook County Recorder of Deeds on January 21, 2009, as Document No. 0902129067 (the "**Mortgage**"), which Mortgage encumbers the real property described in **Exhibit "A"** attached thereto and hereto.

WHEREAS, Mortgagor has requested that Mortgagee agree to allow Mortgagor to enter into that certain Amended and Restated Promissory Note in the maximum principal amount of One Hundred Fifteen Thousand Five Hundred Twenty-Three and 94/100 Dollars (\$115,523.94) dated of even date herewith from Mortgagor in favor of Mortgagee (the "**Note**") whereunder, among other things, (a) the maximum principal amount of the Loan is increased to One Hundred Fifteen Thousand Five Hundred Twenty-Three and 94/100 Dollars (\$115,523.94), (b) the Maturity Date of the Note is extended to December 21, 2012, and (c) the interest rate due and payable under the Note is reduced.

WHEREAS, Mortgagee has agreed to allow Mortgagor to enter into the Note provided Mortgagor enters into this Amendment to reflect that the Note and Loan have been so modified.

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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, it is hereby agreed as follows:

1. Mortgagor and Mortgagee acknowledge and agree that the maximum principal amount of the Note and Loan has been increased to Fifteen Thousand Five Hundred Twenty-Three and 94/100 Dollars (\$115,523.94). To reflect such increase, any and all references in the Mortgage to "One Hundred Thirteen Thousand Three Hundred Ninety-Nine and 26/100 Dollars (\$113,399.26)" are hereby deleted and replaced with the amount "Fifteen Thousand Five Hundred Twenty-Three and 94/100 Dollars (\$115,523.94)".

2. Mortgagor and Mortgagee acknowledge and agree that the Maturity Date of the Note has been extended from December 21, 2010, to December 21, 2012. To reflect such extension, any and all references in the Mortgage to the Maturity Date of the Note shall from now and hereafter refer to the date "December 21, 2012."

3. Mortgagor and Mortgagee agree that Mortgagor shall pay to Mortgagee:

(i) all accrued and unpaid interest under the Note and all amounts, other than interest and principal, due and payable by Mortgagor under the Mortgage as of the date hereof; and

(ii) all the internal and external costs and expenses incurred by Mortgagee in connection with this Amendment (including, without limitation, inside and outside attorneys).

4. The Mortgage is ratified and affirmed by Mortgagor and shall remain in full force and effect as modified herein. Any property or rights to or interests in property granted as security in the Mortgage shall remain as security for the Loan and the obligations of Mortgagor in the Mortgage.

5. Mortgagor represents and warrants to Mortgagee that:

(i) no default or event of default under the Mortgage as modified herein, nor any event, that, with the giving of notice or the passage of time or both, would be a default or an event of default under the Mortgage as modified herein has occurred and is continuing;

(ii) each of the representations and warranties of Mortgagor in the Mortgage is true and accurate as if made on the date hereof;

(iii) Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Mortgage as modified herein;

(iv) the Mortgage as modified herein is the legal, valid, and binding obligation of Mortgagor, enforceable against Mortgagor in accordance with their terms; and

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(vi) This Amendment has been duly executed and delivered on behalf of Mortgagor.

6. Mortgagor covenants and agrees with Mortgagee that:

(i) Mortgagor shall execute, deliver, and provide to Mortgagee, and shall cause to be executed, delivered and provided to Mortgagee, such additional agreements, documents, instruments, and resolutions as are reasonably required at any time by Mortgagee;

(ii) Mortgagor fully, finally, and forever releases and discharges Mortgagee and its successors, assigns, directors, officers, employees, agents, and representatives from any and all actions, causes of action, claims, debts, demands, liabilities, obligations, and suits, of whatever kind or nature, in law or equity of Mortgagor, whether now known or unknown to Mortgagor, (i) in respect of the Loan, the Mortgage, or the actions or omissions of Mortgagee in respect of the Loan or the Mortgage and (ii) arising from events occurring prior to or contemporaneously with the date of this Amendment; and

(iii) contemporaneously with the execution and delivery of this Amendment Mortgagor shall cause to be executed and delivered to Mortgagee the Note.

7. Mortgagor represents and warrants to Mortgagee that Mortgagee shall not be bound by this Amendment until (a) Mortgagee has executed and delivered this Amendment, and (b) Mortgagor has performed all of the obligations of Mortgagor under this Amendment to be performed contemporaneously with the execution and delivery of this Amendment.

8. Nothing herein contained shall impair the Mortgage in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Mortgagee, it being the intention of the parties hereto that the terms and provisions of the Mortgage shall continue in full force and effect except as expressly modified in connection herewith. No provision of the Mortgage as modified herein may be changed, discharged, supplemented, terminated, or waived except in a writing signed by the parties thereto.

9. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Mortgagor, and no notice of any extension, change, modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

11. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflicts of law principles.

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12. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

MORTGAGOR:



PATRICK CHAN



SHELLY CARL-CHAN

MORTGAGEE:



STEPHEN CARL

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mary L. Ziniel, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Patrick Chan is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal 24 day of May, 2010.



Mary L. Ziniel
Notary Public

My commission expires: Dec 19, 2010

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mary L. Ziniel, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Shelly Carl-Chan is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal 24th day of May, 2010.



Mary L. Ziniel
Notary Public

My commission expires: Dec, 19 2010

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Stephen Carl, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Stephen Carl is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal 24th day of May, 2010.



Lisa M McDowell
Notary Public

My commission expires: 4/16/2014

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EXHIBIT "A" **LEGAL DESCRIPTION**

UNIT 2144-B TOGETHER WITH A 1.030 PERCENTAGE UNDIVIDED INTEREST IN THE COMMON ELEMENTS IN THE GLENVIEW GARDENS CONDOMINIUM ASSOCIATION AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED MARCH 10, 1995 AS DOCUMENT NO. 95165318, AS AMENDED FROM TIME TO TIME, OF THAT PART OF LOT 1 IN GLENVIEW GARDENS SUBDIVISION OF PARTS OF SECTION 26, 27 AND 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-27-400-060-1068

Common Address: 2144 Rugen Road, Unit B, Glenview, IL 60026