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THIS DOCUMENT PREPARED BY:

Crowley & Lamb, P.C.
350 North LaSalle Street, Suite 900
Chicago, Illinois 60610

AFTER RECORDING RETURN TO:

Diamond Bank, FSB
1051 Perimeter Drive
Schaumburg, IL 60173
Attn: Vice President-Loan Operations



Doc#: 1029245055 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/19/2010 11:29 AM Pg: 1 of 9

This space reserved for Recorder's use only

SECOND MODIFICATION OF LOAN DOCUMENTS

THIS SECOND MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made effective as of the 1st day of September, 2010, by and between **DAVID HARTMAN**, with an address at 6137 N. Bernard Street, Chicago, Illinois 60657 ("Borrower"), and **DIAMOND BANK, FSB**, its successors and assigns, having an address as set forth above ("Lender").

RECITALS:

A. Lender made a loan (the "Loan") to Borrower in the principal amount of \$740,000.00, as evidenced by a Promissory Note dated May 15, 2007, in the principal amount of the Loan made payable by Borrower to the order of Lender (as modified by that certain Change in Terms Agreement dated March 1, 2009, the "Original Note"). The Original Note was replaced by that certain Amended and Restated Promissory Note ("Note") dated June 1, 2010 in the principal amount of \$739,850.97 executed by Borrower in favor of Lender under the terms of that certain Modification of Loan Documents ("Modification") dated June 1, 2010 between Borrower and Lender. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Note.

B. The Note is secured by, among other things: (i) that certain Mortgage dated May 15, 2007, from **CHICAGO TITLE LAND TRUST COMPANY, as Trustee** (Trustee") under Trust Agreement dated May 15, 2007 and known as Trust No. 8002348639 ("Mortgagor") to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on June 4, 2007 as Document No. 0715502206 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Leases and Rents dated May 15, 2007 from Mortgagor to Lender and recorded with the Recorder's Office on June 4, 2007 as Document No.

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0715502207 (the "Assignment of Leases") against the Property, (iii) Collateral Assignment under Land Trust dated May 15, 2007 executed by Borrower and CHAYA TOVA HARTMAN ("Pledgor") in favor of Lender regarding the Mortgage ("Collateral Assignment") and (iv) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, Collateral Assignment, Modification and any other document evidencing, securing and guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents").

C. The Note matures by its terms on September 1, 2010. The Borrower requested that Lender extend the maturity date of the Note until December 1, 2010 and Lender is willing to so extend the maturity date of the Note more fully set forth hereinafter and in the Amended Note (defined below).

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's reasonable attorneys fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Extension of the Maturity Date/ Debit Deposit Account.** (i) Extension. Lender and Borrower agree that the Maturity Date for the Loan shall hereby be amended and extended from September 1, 2010 until December 1, 2010. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean December 1, 2010.

(ii) Debit Account. In order to effectuate the timely payment of Borrower's obligations under the Loan when due, including monthly escrow payments, the Borrower hereby authorizes and directs Lender, at the Lender's option, to debit any and all amounts of such obligations when due to deposit account #2001017111 ("Deposit Account") of the Borrower with MB Financial to apply to such obligations and Borrower will take all actions necessary or convenient as determined by Lender to permit and maintain such debits. Borrower shall remain liable for all payments of obligations under the Loan when due not debited to the Deposit Account for any reason.

2. **Amendment of the Note.** The Note shall be amended and restated by that certain Second Amended and Restated Promissory Note of even date herewith executed by Borrower in favor of Lender (the "Amended Note") in the principal amount of \$739,850.97. As of the date hereof, the Amended Note amends, restates and replaces the Note and is not a repayment or novation of the Note. All references in any and all Loan Documents to "Note" or words of similar import shall now mean the Amended Note. Notwithstanding any other provision of the Loan Documents, the interest rate and payments applicable to the Loan shall be as set forth in the Amended Note.

3. **Representations and Warranties of Borrower, Pledgor and Mortgagor.** Borrower, Pledgor and Mortgagor hereby represent, covenant and warrant to Lender as follows:

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- (a) The representations and warranties in the Amended Note, the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.
- (b) There is currently no Event of Default (as defined in the Loan Documents) under the Amended Note, Mortgage or the other Loan Documents and the Borrower knows of no event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Amended Note, the Mortgage or the other Loan Documents.
- (c) The Loan Documents, including the Mortgage, are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower, Pledgor and Mortgagor, as applicable, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity. In the event of any inconsistency or conflict between this Agreement and the Amended Note and the other Loan Documents, the terms, provisions and conditions contained in this Agreement and the Amended Note shall govern and control.
- (d) There has been no material adverse change in the financial condition of Borrower, or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- (e) As of the date hereof neither Borrower or Pledgor have any claims, counterclaims, defenses, or set-offs with respect to the Loan, the Mortgage or the other Loan Documents, as modified herein.
- (f) The execution and delivery of this Agreement and the performance of the Mortgage and the other Loan Documents, as modified herein, have been duly authorized by all requisite action by or on behalf of Borrower and Mortgagor. This Agreement has been duly executed and delivered on behalf of Borrower, Pledgor and Mortgagor and is the legal, valid and binding obligation of Borrower, Pledgor and Mortgagor enforceable in accordance with its terms.

4. Mortgage / Continuing Validity. Except as expressly modified herein, the terms of the original Mortgage and the other Loan Documents shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Agreement does not waive Lender's rights to require strict performance of the Mortgage (as amended above) nor obligate Lender to make any future modifications. Nothing in this Agreement shall constitute a satisfaction of the promissory notes or other credit agreement secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Amended Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Agreement. If any person who signed the original Mortgage does not sign this Agreement, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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5. **Borrower and Pledgor Release.** Borrower and Pledgor in consideration of the execution of this Agreement, and the performance of all terms contained herein to be performed by Lender, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby remise, release and forever discharge, and by these presents, do for their successors, assigns, heirs, administrators, executors, personal representatives, agents, grantees, and successors in interest, remise, release and forever discharge Lender and its respective successors, assigns, heirs, administrators, officers, personal representatives, attorneys, agents and successors in interest, from all actions, suits, causes of action, damages, expenses, liabilities, claims, accounts and demands, whatsoever, whether or not well-founded in fact or in law which they have, have had, or at any time may have, could have, or might have but for the execution of this Agreement, asserted against Lender, for or by reason of or in respect of any matter, cause or thing whatsoever, whether known or unknown, developed or undeveloped, past, present or future or whether permanent, continuing or otherwise, arising out of or connected with the Loan, the Amended Note, the Loan Documents or this Agreement.

6. **Expenses and Other Conditions Precedent.** As a conditions precedent to the agreements contained herein, Borrower shall (i) pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, filing fees and attorneys' fees and expenses, (ii) execute and deliver and cause Trustee to execute and deliver to Lender this Agreement, (iii) execute and deliver to Lender this Agreement, (iv) execute and cause CHAYA TOVA HARTMAN to execute deliver a Letter of Direction to the Trustee, in the form provided by Lender with respect to this agreement, (v) cause the applicable Title Company ("Title Company") to issue an endorsement to Lender's title insurance policy(ies) (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender and (vi) execute and deliver and cause the other necessary parties to execute and deliver in the form presented by Lender, all other documents and instruments reasonably required by Lender in connection with this Agreement.

7. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower, Pledgor or Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Pledgor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Pledgor and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Pledgor Mortgagor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Pledgor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect. In the event of any inconsistency or conflict between this Agreement and the Loan Documents, the terms, provisions and conditions contained in this Agreement shall govern and control. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage", or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Amended Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of Borrower's, Pledgor's and Mortgagor's obligations under this Agreement.

[SIGNATURE PAGE ATTACHED]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement dated as of the day and year first above written.

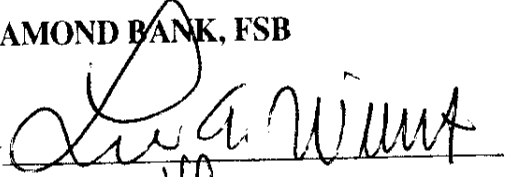
BORROWER:



DAVID HARTMAN

LENDER:

DIAMOND BANK, FSB

By 
Its: VP

Agreed:

Mortgagor:

**CHICAGO TITLE LAND TRUST COMPANY, as
Trustee under Trust Agreement dated May 15, 2007
and known as Trust No. 8002348639 and not personally**

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: 
Its: **MARY M. BRAY** **Trust Officer**

Pledgor:



CHAYA DOVA HARTMAN

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

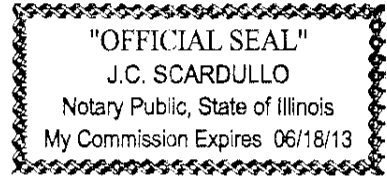
I, J. Scardullo, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lisa Willert, Vice president of Diamond Bank, FSB, known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of Diamond Bank, FSB, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of September, 2010.

J.C. Scardullo
Notary Public

My Commission Expires:

6/18/13



STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

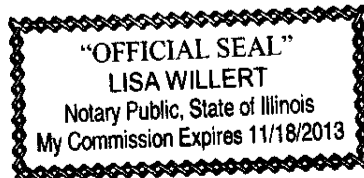
I, LISA Willert, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that, **DAVID HARTMAN** individually and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and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

GIVEN under my hand and notarial seal this 30th day of September, 2010.

Lisa Willert
Notary Public

My Commission Expires:

11/18/13



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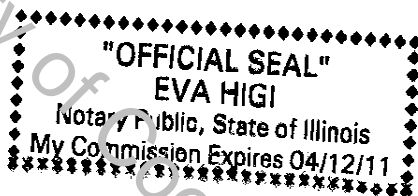
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, THE UNDESIGNED, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MARY M. BRAY, the ~~Trust Officer~~ President of CHICAGO TITLE LAND TRUST COMPANY, as Trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer~~ President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of CHICAGO TITLE LAND TRUST COMPANY, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30TH day of SEPTEMBER, 2010.

Eva Higi
Notary Public

My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

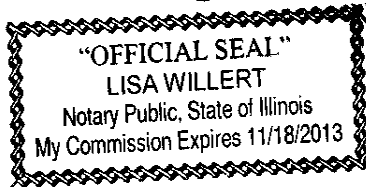
I, LISA WILLERT, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that, CHAYA TOVA HARTMAN individually and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30TH day of SEPTEMBER, 2010.

Lisa Willert
Notary Public

My Commission Expires:

11/18/13



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 17, 18 AND 19 IN BLOCK 1 IN OLIVER SALINGER AND COMPANY'S 6TH KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE IN SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.(s): 13-02-209-049-0000 and 13-02-209-036-0000

COMMONLY KNOWN AS: 3434 W. GLENLAKE AVENUE, CHICAGO, ILLINOIS 60659

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