

GIT (11-16)

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Doc#: 1032247128 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/18/2010 11:06 AM Pg: 1 of 6

AMENDMENT TO
SUBORDINATE MORTGAGE.

This Amendment to Subordinate Mortgage ("Amendment") is entered into this 30th day of September, 2010 by and between **Richard J. Sciortino and Elizabeth Sciortino** ("Borrower") and **JPMorgan Chase Bank, N.A.**, a national banking association ("Lender").

Whereas, pursuant to that certain Revolving Loan Agreement dated September 30, 2009 between **Brinshore Development L.L.C.**, an Illinois limited liability company ("Brinshore") and Lender (the "Loan Agreement"), Richard J. Sciortino ("Sciortino") executed and delivered that certain Repayment Guaranty (Secured) (the "Guaranty") which was in turn secured by that certain Subordinate Mortgage recorded with the Cook County Recorder of Deeds as Document No. 0932257049 and re-recorded as Document No. 1001222050 (the "Mortgage") encumbering property known as 819 Ashland Avenue, Wilmette, Illinois and legally described on Exhibit A attached hereto; and

Whereas, Brinshore and Lender have entered into a Loan Modification Agreement dated September 30, 2010 (the "Agreement") which has amended the Loan Agreement, and Sciortino and Lender have amended the Guaranty, to inter alia, extend the maturity date of the Loan and increase the amount of the Loan; and

Now Therefore, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other consideration, the parties hereto agree as follows:

1. Definition (D) "Note" set forth in the Mortgage is hereby restated as follows:

"(D) "Note" means the Revolving Note (Replacement) signed by Brinshore Development L.L.C., an Illinois limited liability company ("Brinshore") dated September 30, 2010. The Note states that Brinshore owes Lender Five Hundred Thousand and No/100 Dollars (U.S. \$500,000) plus interest. Brinshore has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 30, 2011."

2. Paragraph 26 of the Mortgage entitled "MAXIMUM AMOUNT SECURED" is hereby restated as follows:

"MAXIMUM AMOUNT SECURED. The maximum liability of Richard J. Sciortino secured by this Security Instrument shall be the sum of \$250,000, plus the fees and expenses of collection set forth in Section 22. Notwithstanding the limitation on the amount secured by this

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Security Instrument, nothing contained herein shall be deemed to limit Guarantor's total liability under the Guaranty."

3. Borrower hereby acknowledges and agrees that the "Note" referred to in the Rider to Subordinate Mortgage entitled "Guaranty" is the Revolving Promissory Note (Replacement) described in the Agreement.

4. Borrower hereby remakes and reaffirms each of the covenants, representations and warranties set forth in the Mortgage, or as otherwise released as to specific parcels of real property, the Mortgage, Assignment and Indemnity are unamended.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the 30th day of September, 2010.

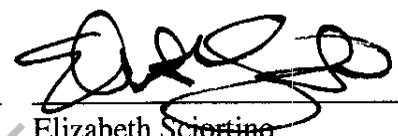
JPMorgan Chase Bank N.A.


Richard J. Sciortino

(Seal)

- Borrower

By: _____
Paul Vlamis, Vice President


Elizabeth Sciortino

(Seal)

- Borrower

Prepared by and After Recording
Return to:

Albert, Whitehead, P.C.
10 North Dearborn Street
Suite 600
Chicago, Illinois 60602

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Security Instrument, nothing contained herein shall be deemed to limit Guarantor's total liability under the Guaranty."

3. Borrower hereby acknowledges and agrees that the "Note" referred to in the Rider to Subordinate Mortgage entitled "Guaranty" is the Revolving Promissory Note (Replacement) described in the Agreement.

4. Borrower hereby remakes and reaffirms each of the covenants, representations and warranties set forth in the Mortgage, or as otherwise released as to specific parcels of real property, the Mortgage, Assignment and Indemnity are unamended.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the 30th day of September, 2010.

JPMorgan Chase Bank, N.A.

Richard J. Sciortino (Seal)
- Borrower

By:

Paul Vlamis
Paul Vlamis, Vice President

Elizabeth Sciortino (Seal)
- Borrower

Prepared by and After Recording
Return to:

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Chicago, Illinois 60602

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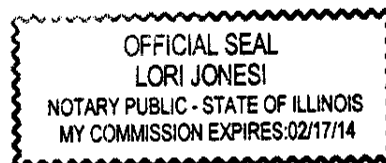
STATE OF Illinois)
) SS.
 COUNTY OF Cook)

I, Lori Jones a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard J. Sciortino, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26 day of October, 2010.

Lori Jones
 NOTARY PUBLIC

(SEAL)



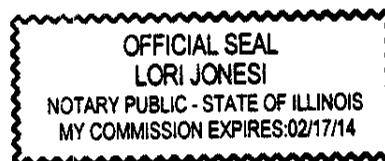
STATE OF Illinois)
) SS.
 COUNTY OF Cook)

I, Lori Jones a Notary Public in and for said County, in the State aforesaid, do hereby certify that Elizabeth Sciortino, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26 day of October, 2010.

Lori Jones
 NOTARY PUBLIC

(SEAL)

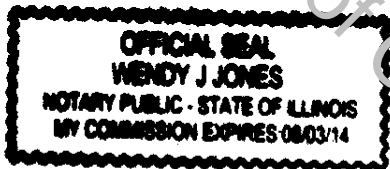


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STATE OF ILLINOIS)
) SS.
 COUNTY OF C O O K)

I, WENDY J. Jones a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul Vlamis, the Vice President of JPMorgan Chase Bank, N.A., a national banking association, who is personally 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 act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of October, 2010.



Wendy J. Jones
 NOTARY PUBLIC

(SEAL)

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EXHIBIT A

LEGAL DESCRIPTION

LOT 4 (EXCEPT THE EAST 20 FEET THEREOF) AND LOT 5 (EXCEPT THE WEST 20 FEET THEREOF)
IN BLOCK 3 IN MILTON H. WILSON'S ADDITION TO WILMETTE, A SUBDIVISION IN SECTIONS 26
AND 27, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

05-27-406-004

Address: 819 Ashland Avenue, Wilmette, Illinois