



Doc#: 1106331000 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/04/2011 09:48 AM Pg: 1 of 5

**AMENDMENT TO MORTGAGE**

This Amendment to Mortgage is made and executed effective as of December 23, 2010, by and between 3643 NORTH WAYNE, LLC, an Illinois limited liability company (the "Mortgagor"), and PRINSBANK, a Minnesota banking corporation (the "Mortgagee").

**RECITALS**

A. The Mortgagor previously executed and delivered to Amcore Bank, N.A. ("Amcore") a Mortgage dated December 29, 2005, recorded at the Office of the Recorder of Deeds for Cook County, Illinois on January 23, 2006, as Document Number 0602340042, pertaining to certain real property (the "3643 Real Property") located in Cook County, Illinois (the "3643 Mortgage"). The 3643 Mortgage was assigned by Amcore to CapFinancial CV3, LLC ("CapFinancial") which thereafter assigned the 3643 Mortgage to the Mortgagee. The 3643 Real Property is further described on Exhibit A.

B. The 3643 Mortgage was given by the Mortgagor to secure a promissory note in the original principal amount of \$531,338.00, dated December 29, 2005, executed and delivered by the Mortgagor to Amcore (the "3643 Note"). The 3643 Note was assigned by Amcore on or about July 23, 2008 to CapFinancial which thereafter assigned the 3644 Note on or about November 30, 2010, to the Mortgagee..

C. The Mortgagor has requested that the Mortgage modify the 3643 Note, including foregoing payment defaults which currently exist under the 3643 Note, and allow a period of repayment of the indebtedness constituted by the 3643 Note. The Mortgagor further desires to modify the Mortgage so that the Mortgage secures additional indebtedness payable to the Mortgagee by affiliates of the Mortgagor. The Mortgagee has agreed to such extension and further modification, in accordance with the terms and conditions of that certain Forbearance Agreement, and related documents, of even date herewith, by and between the Mortgagor, the Mortgagee, 3644 N. Wayne, LLC, and Joseph Dicosola, and in accordance with this Amendment to Mortgage.

D. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Forbearance Agreement.

Yes  
P 5  
S NO  
M NO  
SI Yes  
E Yes  
INT 11/15

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## AGREEMENT

NOW THEREFORE, in consideration of the facts set forth in these Recitals which the parties agree are true and correct, and in consideration for entering into this Amendment to Mortgage, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree to amend the Mortgage as follows:

1. **Extension of Maturity Date.** The maturity date of the Note and of the 3643 Mortgage is hereby amended to be December 31, 2011.

2. **Additional Secured Indebtedness, Cross-Collateralization, Cross-Default.** The 3643 Mortgage is hereby amended so as to secure, in addition to the 3643 Note, the payment and performance of the following promissory note: Promissory Note dated December 15, 2005, in the original principal amount of \$566,400.00, executed and delivered by 3644 N. Wayne, LLC to Amcore Bank, N.A. ("Amcore"), and renewed by a Promissory Note dated January 16, 2007, and assigned by Amcore to Car Financial which was thereafter assigned to the Mortgagee (the "3644 Note"). Therefore, the 3643 Mortgage is hereby amended so that the total principal sum of \$1,097,738.00 shall be secured by the 3643 Mortgage. In addition, the term "Secured Debts" as used in the 3643 Mortgage is hereby amended to include all of the foregoing indebtedness evidenced by the 3644 Note as well as the indebtedness constituted by the 3643 Note.

The Mortgagor hereby acknowledges and agrees that, notwithstanding any term or condition of any other document or agreement, the payment and performance of all of the Indebtedness is secured by all of the 3643 Real Property. To the extent any promissory note, mortgage, or any other documents or agreements are inconsistent with the foregoing, they are hereby amended by this Amendment to provide for such cross-collateralization.

In addition, any default of any of the Notes referenced above, or of any mortgage or other document or agreement relating to the 3644 Note, shall constitute a default under the 3643 Mortgage. In the event of any such default, the Mortgagee may, at its option, accelerate any or all of the indebtedness arising out of the 3643 Note and the 3644 Note and foreclose the 3643 Mortgage, foreclose any mortgage securing the 3644 Note, and exercise the rights and remedies set forth in such related documents and agreements or provided by applicable law.

3. **Supremacy.** Except as specifically modified by this Amendment to Mortgage, the validity, enforceability, and priority of the 3643 Mortgage shall not be adversely affected or impaired by any of the terms of this Amendment and shall remain in full force and effect as though this Amendment to Mortgage had not been executed and delivered to the Mortgagee by the Mortgagors.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Mortgage to be duly executed and delivered as of the date and year first above written.

**MORTGAGOR:**

3643 NORTH WAYNE, LLC, an Illinois limited liability company

By: [Signature]

Its: Manager

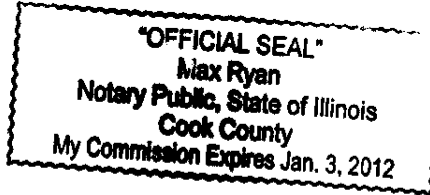
**MORTGAGEE:**

PRINSBANK, a Minnesota banking corporation

By: [Signature]

Its: Senior Vice President

STATE OF IL  
COUNTY OF Cook ) S.S.



On this 24 day of December, 2010, before me a Notary Public within and for said County, personally appeared Joseph D. Sloba, to me known, who being by me duly sworn, did say that he is the manager of 3643 NORTH WAYNE, LLC, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of its Managing Member and as the free act and deed of said limited liability company.

[Signature]  
Notary Public



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## EXHIBIT A

PROPERTY:

LOT 7 IN BLOCK 11 IN THE SUBDIVISION OF BLOCKS 11 AND 12 IN EDSON'S  
SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 1420124012

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