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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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This instrument was prepared by
and when recorded return to:
Mary Ann Murray, Esq.
Burke Earns & Pinelli, Ltd.
Suite 4300
70 West Madison Street
Chicago, Illinois 60602

SECOND MODIFICATION OF MORTGAGE AGREEMENT

THIS SECOND MODIFICATION OF MORTGAGE AGREEMENT ("Agreement") made as of the 15th day of March, 2011, between AMERICAN CHARTERED BANK (*hereinafter referred to as "Mortgagee" or "Lender"*) and the Villas of Glen Park, L.L.C., an Illinois limited liability company, having its principal office at 1865 Admiral Court, Glenview, IL 60026 (*hereinafter referred to as "Mortgagor" or "Borrower"*).

WITNESSETH:

WHEREAS, Mortgagor is the owner of certain premises (*hereinafter referred to as the "Premises"*) previously known as 3111 West Lake Street, Glenview, IL and more particularly bounded and described in a certain mortgage (the "*Original Mortgage*") from ATG Trust Company, not individually or personally, but solely as Trustee under Trust Agreement dated October 29, 2008 known as Trust Number L 008182 (the "*Land Trust*") and the Villas of Glen Park, L.L.C., an Illinois limited liability company, as the beneficiary of such Land Trust, and as mortgagor to Mortgagee, dated December, 19, 2008, and recorded as Document Number 0836526004 on December 30, 2008 in the office of the Recorder of Deeds of Cook County, Illinois ("*Recorder's Office*", which Mortgage was given by the Land Trust and Mortgagor to Mortgagee to secure payment of certain indebtedness in the original principal amount NINE HUNDRED SIXTY ONE THOUSAND AND NO/DOLLARS (\$961,000.00), which indebtedness is evidenced by a certain Note in said amount dated December 19, 2008 ; and

WHEREAS, the Land Trust, Mortgagor and Mortgagee entered into that certain Mortgage Modification Agreement (the "*Modification*"), modifying the Original Mortgage, dated as of March 15, 2010, and recorded as Document Number 1009731135 on April 7, 2010 in the Recorder's Office (the "*Modification*" and collectively, with the Original Mortgage, the "*Mortgage*"), which Modification was entered into to secure the increased indebtedness evidenced by a certain Restated Promissory Note in the amount of NINE HUNDRED EIGHTY-SIX THOUSAND AND NO/DOLLARS (\$986,000.00); and

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WHEREAS, Mortgagor, as sole beneficiary of the Land Trust, has dissolved the Land Trust and has now requested that Mortgagee modify the terms of said Mortgage to remove the Land Trust as a mortgagor of the Mortgage; and

WHEREAS, Mortgagor has also made a partial repayment of the indebtedness owed to Mortgagee and has delivered a Restated Promissory Note dated as of March 15, 2011 (said Restated Promissory Note is referred to herein as the "Note") evidencing the reduced principal and interest owed to Mortgagee; and

WHEREAS, since the date of the Mortgage, the permanent identification number, common address and legal description of the Premises has been modified by the County of Cook and Mortgagor and Mortgagee have agreed to modify the terms of said Mortgage to incorporate such changes.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00), the entering into of the Agreement by Mortgagee and other valuable consideration, each to the other in hand paid, receipt thereof being hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. All references in the Mortgage to "Mortgagor" shall hereinafter refer to the Villas of Glen Park, L.L.C. and the Villas of Glen Park, L.L.C. shall be responsible for each and every obligation and indebtedness set forth in the Mortgage and the other Loan Documents as and for the sole Borrower and Mortgagor.
2. For the period commencing March 15, 2011 and ending March 15, 2012, or until such time as the all payments due under the Note are paid in full, the aggregate non-revolving principal amount of the Note is reduced to FOUR HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY TWO AND NO/DOLLARS (\$438,672.00).
3. Commencing on April 1, 2010 and on the 1st day of each month thereafter, Mortgagor shall pay to Mortgagee monthly payments of principal in the amount of Nine Hundred and No/Dollars (\$900.00) plus monthly payments of interest at a variable rate equal to the Lender's "prime rate" plus one percent (1.00%) per annum with a minimum interest rate of 6%.
4. Attached hereto as Exhibit A is a revised legal description of the Premises to which this Mortgage attaches.
5. In addition to any events of default contained in said Note and/or the Mortgage, the following shall constitute an event of default under Note and Mortgage: the occurrence of an event of default under any document evidencing, securing or relating to any other note or obligation of Mortgagor or any Guarantor (as defined in the Loan Agreement) to Mortgagee now or hereafter existing.
6. All other terms and conditions of said Mortgage, shall remain the same and in full force and effect except as specifically amended above.

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7. This Agreement shall continue in full force and effect until full payment of all indebtedness secured by said Mortgage, as evidenced by the recording in the aforesaid Recorder's Office of a full release of such Mortgage.

8. All of the Premises described in said Mortgage shall remain in all respects subject to the lien, charge and encumbrances of said Mortgage, and nothing herein contained and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of said Mortgage or the priority thereof over all liens, charges or encumbrances.

9. This Agreement shall be binding upon Mortgagor and any subsequent owner of the Premises covered by the Mortgage or any part thereof (provided, however, the provisions against sale or transfer contained in the Note shall remain in full force and effect) and shall be binding and inure to the benefit of the Mortgagee, its successors and assigns, including any subsequent holder of said Mortgage.

IN WITNESS HEREOF, the undersigned has caused this Second Modification of Mortgage Agreement to be executed, sealed and delivered as of the day and year first above written.

MORTGAGOR:

VILLAS OF GLEN PARK, L.L.C.,
an Illinois limited liability company

By: [Signature]
Its: Managing Member

MORTGAGEE

AMERICAN CHARTERED BANK
an Illinois banking corporation

By: [Signature]
Its: 2nd VP



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State of Illinois)
) ss.
County of Cook)

I, a Notary Public in and for said County and State aforesaid, Do HEREBY CERTIFY that Peter Canali being managing member of Villas of Glen Park, L.L.C., the Mortgagor, 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 said instrument pursuant to authority given by the members of said limited liability company, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of April, 2011.

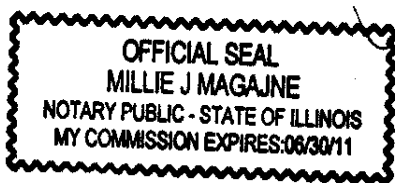


Tina Kreiser

State of Illinois)
) ss.
County of Cook)

I, a Notary Public in and for said County and State aforesaid, Do HEREBY CERTIFY that Jennifer Roths being 2nd VP of American Chartered Bank, 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 said instrument pursuant to authority given thereby, as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 19th day of April, 2011.



Millie J. Magajne

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LEGAL DESCRIPTION

PARCEL 1:

Unit 3109 in the Villas of Glen Park Condominium, as delineated on the plat of survey of lot 1 of the Villas of Glen Park Subdivision which plat of survey is attached as exhibit C to the Declaration of Condominium Ownership Recorded as Document Number 0935516013 As amended from time to time, together with its undivided percentage interest in the common elements in Cook County, Illinois.

PARCEL 2:

Easement for Ingress and Egress and Driveway over the following described land:

The north 384 feet (Except the West 879.25 feet thereof and except that part take for Lake Avenue) of the West 30 acres of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 42 North, Range 12, East of the Third Principal Meridian, in the Village of Glenview, in Cook County, Illinois, taken as a tract, more particularly described as follows: Commencing at the Northwest corner of said tract, thence South 00 degrees 2 minutes 16 seconds East, along the West line of said tract, a distance of 10 feet; thence South 89 degrees 52 minutes 45 seconds East, along a line being parallel with the North line of said tract, a distance of 3.55 feet to the point of beginning, continuing along a line being parallel with the North line of said tract, a distance of 24 feet; thence South 00 degrees 2 minutes 18 seconds East, along a line being parallel with the West line of said tract, a distance of 197.91 feet; thence North 89 degrees 52 minutes 45 seconds West, along a line being parallel with the North line of said tract, a distance of 24 feet; thence North 00 degrees 2 minutes 16 seconds West, along a line being parallel with the West line of said tract, a distance of 197.91 to the point of beginning, in Cook County, Illinois, as shown on the plat of survey by United States Service LLC dated March 31, 2009 order number 2009-17825-9, and as created by the deed from Chicago Title Land Trust Company, A corporation of Illinois, as trustee under trust agreement dated May 11, 1994 and known as trust number 118133-00.

P.I.N.: 04-28-400-113-1002

C/K/A: 3109 West Lake Avenue
Glenview, IL