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Doc#: 1131449107 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/10/2011 03:20 PM Pg: 1 of 8

REPUBLIC TITLE COMPANY  
1941 ROHLWING ROAD  
ROLLING MEADOWS, IL 60008

11/10/11

## SECOND LOAN MODIFICATION AGREEMENT

THIS SECOND MORTGAGE AND LOAN MODIFICATION AGREEMENT is made as of June 1, 2011 ("Effective Date"), by and between **DIAMOND BANK, FSB**, having an address of 100 West North Avenue, Chicago, Illinois 60610 ("Lender"), and **RONALD L. MEADOWS and SUSAN L. MEADOWS**, having an address of 4514 North Leavitt Street, Chicago, Illinois 60625 (collectively, "Borrowers") and **SUSAN L. MEADOWS as Trustee of the Susan L. Meadows Trust dated February 16, 2007 aka Susan L. Meadows Trust dated February 16, 2006 ("Trustee")**:

### RECITALS

WHEREAS, Lender made a loan to Borrowers designated on Lender's books and records as Loan No. 5500000948-10 (Loan #1) and evidenced by a Promissory Note dated December 20, 2008, in the principal amount of \$761,000.00 (Note #1); and

WHEREAS, Lender made a loan to Borrowers designated on Lender's books and records as Loan No. 1881008172-1 (Loan #2) and evidenced by a Line of Credit Note Dated September 20, 2007, authorizing advances of sums to Borrowers up to an aggregate limit of \$115,000.00 (Note #2); and

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WHEREAS Note #1 was secured by the following instruments:

- Mortgage dated December 20, 2008, recorded March 16, 2009, as Document No. 0907555120 (the "Sunnyside Mortgage") on the improved non-residential property (within the meaning of the Illinois Mortgage Foreclosure Law) commonly known as 2212 West Sunnyside, Chicago, Illinois (the "Sunnyside Property").
- Assignment of Rents on the Sunnyside Property dated December 20, 2008, recorded March 16, 2009, as Document No. 0907555121 ("Sunnyside Assignment of Rents");
- Mortgage dated September 20, 2007, recorded October 1, 2007, as Document No. 0727449056 and re-recorded on December 2, 2009, as Document No. 0933635018 (the "Leavitt Mortgage") on the improved residential property (within the meaning of the Illinois Mortgage Foreclosure Law) commonly known as 4514 Leavitt Street, Chicago, Illinois ("Leavitt Property") (The legal descriptions and PINs of the Sunnyside Property and the Leavitt Property are attached as Exhibit A)

WHEREAS, Note #2 was secured by the Leavitt Mortgage; and

WHEREAS, Trustee is the mortgagor of the Sunnyside Mortgage and the mortgagor of the Leavitt Mortgage; and

WHEREAS, pursuant to a Loan Modification Agreement dated January 3, 2011 ("First Loan Modification Agreement"), Loan #1 and Loan #2 were merged into one Loan ("Loan #3") evidenced by a new term note dated January 3, 2011, that consolidated Note #1 and Note #2 (the "Replacement Note"); and

WHEREAS, the Replacement Note is secured by, amongst other Agreements, the following instruments:

- (i) The Sunnyside Mortgage;
- (ii) A Modification of the Sunnyside Mortgage dated January 3, 2011, recorded February 25, 2011, as document no. 1105612030, which increased the limit of the amount which the Sunnyside Mortgage secures to \$800,000.00;
- (iii) The Sunnyside Assignment of Rents;

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- (iv) The Leavitt Mortgage;
- (v) A Deed of Trust dated January 3, 2011, recorded on April 4, 2011, as document no. 578921, on the interest of Borrowers in the condominium having an address of 135 Carriage Way, Unit 15, Snowmass Village, Colorado (The legal description this property is attached as Exhibit B.);
- (vi) Borrowers Agreement with Lender relating to the Spring Hill, Florida property, set forth in the First Loan Modification Agreement.

The above described documents (i-vi), together with the Replacement Note are together the "Loan documents."

NOW THEREFORE, the parties hereto agree as follows:

1. Each party acknowledges the truth and veracity of the Recitals set forth above.
2. As of the Effective Date, the principal amount owed on the Replacement Note is \$792,948.46.
3. The maturity date of the Replacement Note is hereby extended to June 10, 2012 ("New Maturity Date"). The period between the Effective Date and the New Maturity Date is the "Extended Term."
4. During the Extended Term, the monthly payments required to be made by the terms of the Replacement Note shall be due and payable on the 10th day of the month, commencing with the month of July, 2011.
3. The Loan Documents are hereby modified (i) so that the term "Loan Documents" as such or similar term may be used therein shall be deemed to include this Agreement, and (ii) so that each Loan Document is not inconsistent with the provisions of this Agreement.
6. The parties hereby acknowledge and agree that:

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- (a) In all respects not expressly modified by this Agreement, all of the terms, covenants, obligations, conditions and rights set forth in the Loan Documents are hereby ratified, reaffirmed and restated and remain in full force and effect.
- (b) All of the representations and warranties made by Borrowers at the time of the making of the Loan, whether or not set forth in the Loan Documents, shall be deemed to be remade by Borrower as of the date hereof with respect to all matters specified herein and with respect to this Agreement fully as if set forth herein, all of which remain true and correct.
- (c) The obligations of the Borrowers to Lender by reason of the Loan and pursuant to the Loan Documents, are not subject to any reduction, limitation, impairment or termination for any reason, including without limitation, any claim or waiver, release, surrender or compromise.
- (d) As of the date hereof, there are no offsets, defenses or counterclaims to the obligations evidenced by the Loan Documents.


**IN WITNESS WHEREOF**, the parties hereto have executed this documents the date above first written.

**SIGNATURE PAGE FOLLOWS**

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**LENDER:**

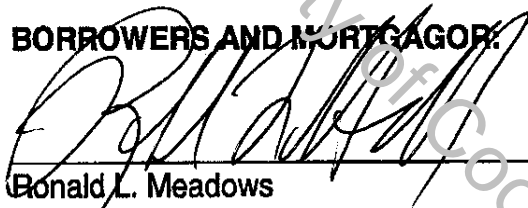
Diamond Bank, FSB


By:  \_\_\_\_\_

Name: JONATHAN MARCINIAK

Title: VICE PRESIDENT

**BORROWERS AND MORTGAGOR:**

 \_\_\_\_\_  
Ronald L. Meadows

 \_\_\_\_\_  
Susan L. Meadows, both individually and as  
Trustee of the Susan L. Meadows Trust

This instrument prepared by/mail to:  
Michael J. Goldstein, Esq.  
17 N. State Street, Suite 990  
Chicago, IL 60602

312 246 0945

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State of Illinois  
County of COOK

The foregoing modification was acknowledged before me this 6 day of October 2011,  
by Jonathan Nassimiat-VP of Diamond Bank, FSB (name of corporation  
acknowledging) on behalf of the corporation.

Biana Farlinger  
Notary Public

My Commission expires: 11/07/11



State of \_\_\_\_\_  
County of \_\_\_\_\_

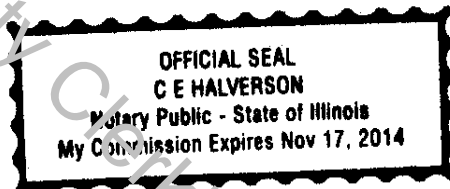
On this day before me, the undersigned Notary Public, personally appeared **Ron Meadows**, to me know to be the individual described in and who executed the Modification, and acknowledged that he signed the Modification as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of Oct 2011.

BY P. S. 7H Residing at 2905 W. EASTWOOD

Notary Public in and for the State of IL

My Commission expires: 11-17-14



State of \_\_\_\_\_  
County of \_\_\_\_\_

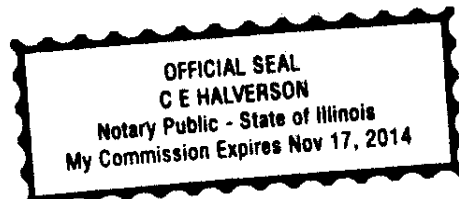
On this day before me, the undersigned Notary Public, personally appeared **Susan L. Meadows, both individually and as Trustee of the Susan L. Meadows Trust**, to me know to be the individual described in and who executed the Modification, and acknowledged that she signed the Modification as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of Oct 2011.

BY P. S. 7H Residing at 2905 W. EASTWOOD

Notary Public in and for the State of IL

My Commission expires: 11-17-14



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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 6 IN DANIEL NASLUND'S ADDITION TO CHICAGO IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-18-124-041

COMMONLY KNOWN AS: 4514 N. LEAVITT, CHICAGO, ILLINOIS 60625

THAT PART OF LOT 25 IN DANIEL NASLUND'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF LOT 2 AND 3 (EXCEPT THE SOUTH 33 FEET) OF SUPERIOR COURT PARTITION OF LOT 2 IN PARTITION OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF LINCOLN AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25 RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 25 A DISTANCE OF 112 FEET AND 4 1/4 INCHES RUNNING THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 25 A DISTANCE OF 41 FEET AND 10 INCHES RUNNING THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 25 A DISTANCE OF 5 FEET AND 9 INCHES RUNNING THENCE EAST A DISTANCE OF 20 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID LOT 25 WHICH IS 97 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 25 RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 25 A DISTANCE OF 97 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2212 W. Sunnyside, Chicago, IL 60625. The Real Property tax identification number is 14-18-124-051-0000.

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## EXHIBIT B

### LEGAL DESCRIPTION

An undivided one-third interest in Condominium Unit 15, TAMARACK TOWNHOUSES, as shown on the Condominium Map thereof recorded April 2, 1969 in Plat Book 3 at Page 396, as supplemented in the Supplemental Condominium Map recorded December 30, 1969 in Plat Book 4 at Page 68, and as defined and described in the Condominium Declaration for Tamarack Townhouses recorded April 2, 1969 in Book 240 at Page 93 as Reception No. 134693 as supplemented by the Supplemental Condominium Declaration for Tamarack Townhouses recorded December 30, 1969 in Book 245 at Page 490 as Reception No. 138555, County Of Pitkin, State Of Colorado,

together with all its appurtenances (the Property), commonly known as 135 Carriage Way, Unit 15, Snowmass Village, Colorado 81615.

Property of Cook County Clerk's Office