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Doc#: 1133357126 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/29/2011 11:26 AM Pg: 1 of 3

11-28

4376313 (1/2)

(P.1)

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 22nd day of October, 2011, between JVS Leasing, Inc, a Illinois Corporation, whose address is 6226 West Roosevelt Road, Oak Park, Illinois 60304 ("Mortgagor"), and STC Capital Bank whose address is 460 South 1st Street, St Charles, Illinois 60174 ("Lender").

STC Capital Bank and Mortgagor entered into a Mortgage dated December 22, 2006 and recorded on January 29, 2007, filed for record in records of County of Cook, State of Illinois, with recorder's entry number 0702947053 ("Mortgage"). The Mortgage covers the following described real property:

Address: 3701-3723 North Harlem Avenue, Chicago, Illinois 60634

Legal Description: LOTS 6 & 7 IN BLOCK 9 IN W. F. KAISER AND COMPANY'S ADDISON HEIGHTS SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID/Sidwell Number: 13-19-118-004-0000 & 13-19-118-005-0000

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- *and Assignment of Leases and Rents dated December 22, 2006, recorded January 29, 2007 with recorder's entry number 0702947054

The Indebtedness and Maturity Date of this Mortgage, if not paid earlier, shall be due and payable on October 22, 2016; provided however, that Lender may, in its discretion, extend the maturity date of the Indebtedness from time to time to a date no later than October 22, 2021. Nothing contained herein shall be deemed an agreement, commitment or undertaking by Lender to extend the maturity date.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

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Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

JVS Leasing, Inc

[Signature] 10/22/2011
By: Joe Salamone Date:
Its: President/Secretary

[Signature] 10/22/11
By: Vito Salamone Date:
Its: Treasurer

Witnessed by:

[Signature] 10/22/11
Name: Date

[Signature] 10/22/11
Name: Date

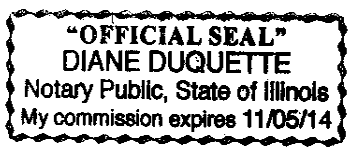
BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF DuPage)

This instrument was acknowledged on the Oct 22, 11 by Joe Salamone, President/Secretary on behalf of JVS Leasing, Inc, a Illinois Corporation, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 11/05/14

[Signature]
Identification Number



(Official Seal)

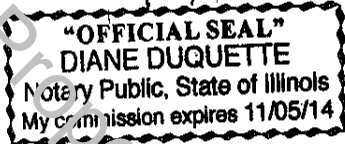
UNOFFICIAL COPY

BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF DuPage)

This instrument was acknowledged on the Oct. 22, 11, by Vito Salamone, Treasurer on behalf of JVS Leasing, Inc, a Illinois Corporation, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 11/05/14



Diane Duquette
Identification Number _____

(Official Seal)

LENDER: STC Capital Bank

Christopher Woelffer

10/22/11

By: Christopher Woelffer
Its: President

Date

BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF DuPage)

This instrument was acknowledged on the Oct. 22, 11, by Christopher Woelffer, President on behalf of STC Capital Bank, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 11/05/14

Diane Duquette Residing at 27065 Parkview
Warrenville IL 60555

Diane Duquette
Identification Number _____

(Official Seal)



THIS INSTRUMENT PREPARED BY:
STC Capital Bank
460 South 1st Street
St Charles, IL 60174

AFTER RECORDING RETURN TO:
STC Capital Bank
460 South 1st Street
St Charles, IL 60174