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Cook County Recorder of Deeds
Date: 03/30/2012 12:09 PM Pg: 1 of 6

RECORDATION REQUESTED BY:

Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

WHEN RECORDED MAIL TO:

Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 26, 2012, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company Trust #42954 dated May 1, 1978, whose address is 171 N. Clark Street, Suite 575, Chicago, IL 60601 (referred to below as "Grantor") and Diamond Bank FSB, whose address is 1051 Perimeter Drive, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 26, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded September 15, 2010 in the office of Cook County Recorder as Document #1025840026.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

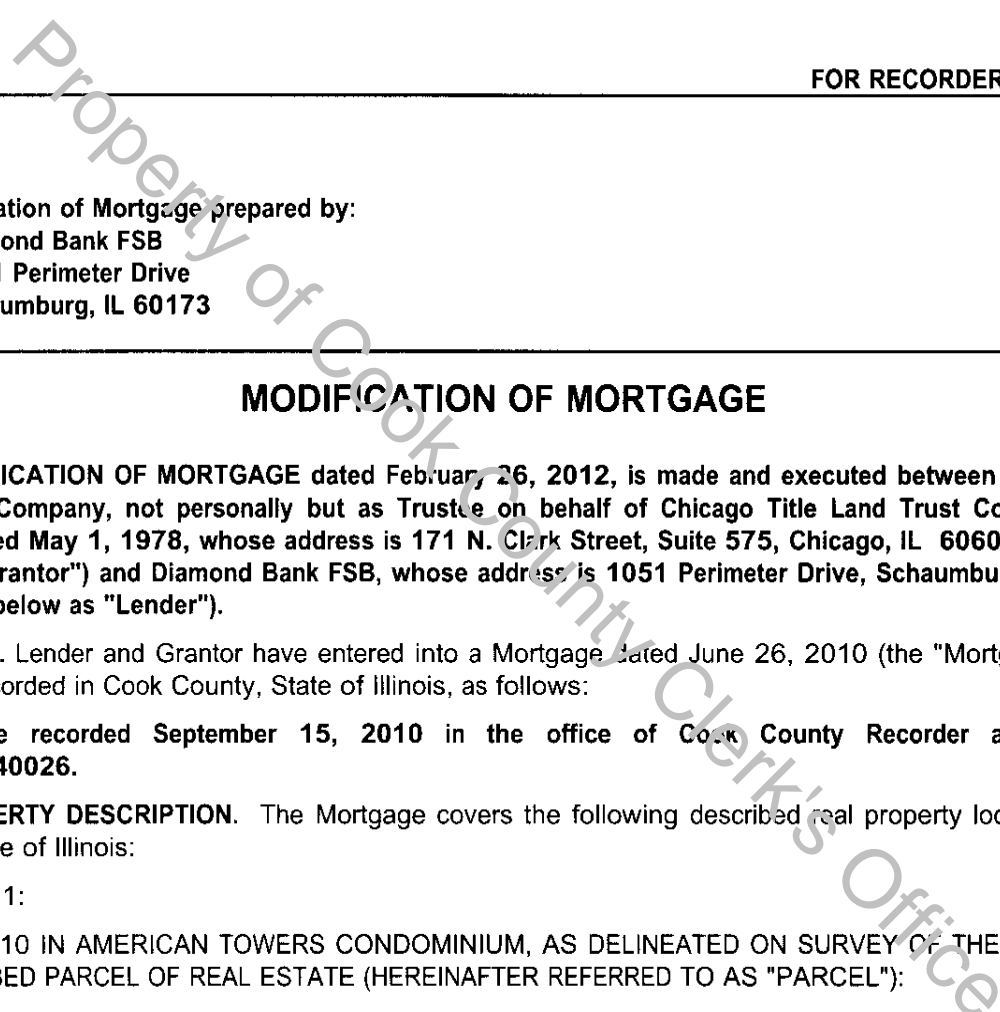
PARCEL 1:

UNIT 2210 IN AMERICAN TOWERS CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

SUB-LOT 14 IN THE SUBDIVISION OF LOTS 14 TO 19 AND THE SOUTH 63 FEET OF LOT 13 IN GALE'S NORTH ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO; LOTS AND PARTS OF LOTS IN THE SUBDIVISION OF LOT 20 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID, ALSO; LOTS AND PART OF LOT IN THE SUBDIVISION OF LOT 21 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 10, 1970 AND KNOWN AS TRUST NUMBER 41015 RECORDED AS DOCUMENT NO. 24 267 612 AND FILED AS DOCUMENT NO. LR 29 91 060; TOGETHER WITH AN UNDIVIDED .1642 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PRECISION TITLE DB033012-1 ACCOMMODATION



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MODIFICATION OF MORTGAGE (Continued)

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EASEMENTS CREATED BY GRANT DATED OCTOBER 26, 1926 AND FILED OCTOBER 29, 1926 AS DOCUMENT LR 326084 FOR THE PURPOSES OF INGRESS AND EGRESS OVER THE SOUTH 8 FEET OF LOT 4 (EXCEPT THAT PART TAKEN FOR NORTH FRANKLIN STREET) IN THE SUBDIVISION OF LOT 21 IN GALE'S NORTH ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1636 N. Wells Street, Unit 2210, Chicago, IL 60614. The Real Property tax identification number is 14-33-422-068-1247.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

RECITALS

A. Lender made a loan (herein referred to as "Note 1") to Borrower in the principal amount of \$1,000,000.00, as evidenced by a Promissory Note dated January 26, 2009, in the principal amount of the Loan made payable by Borrower to the order of Lender. Pursuant to the terms of a Business Loan Agreement dated January 26, 2009, the Loan was renewed by that certain Change in Terms Agreement dated January 26, 2010 in the principal amount of \$1,000,000.00. The Loan was further renewed by that certain Promissory Note dated April 26, 2010 in the principal amount of \$500,000.00. The Loan was further renewed by that certain Promissory Note dated June 26, 2010 in the principal amount of \$500,000.00. The Loan was further renewed by that certain Change in Terms Agreement dated June 26, 2011 in the principal amount of \$500,000.00. The Loan was further renewed by that certain Promissory Note dated September 26, 2011 in the principal amount of \$500,000.00.

B. Lender made a loan (herein referred to as "Note 2") to Borrower in the principal amount of \$225,000.00, as evidenced by a Promissory Note dated January 26, 2009, in the principal amount of the Loan made payable by Borrower to the order of Lender. Pursuant to the terms of a Business Loan Agreement dated January 26, 2009, the Loan was renewed by that certain Change in Terms Agreement dated January 26, 2010 in the principal amount of \$225,000.00. The Loan was further renewed by that certain Promissory Note dated April 26, 2010 in the principal amount of \$325,000.00. The Loan was further renewed by that certain Promissory Note dated June 26, 2010 in the principal amount of \$325,000.00. The Loan was further renewed by that certain Change in Terms Agreement dated June 26, 2011 in the principal amount of \$325,000.00. The Loan was further renewed by that certain Promissory Note dated September 26, 2011 in the principal amount of \$325,000.00.

C. Note 1 is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 1636 N. Wells Street, Unit 2210, Chicago, IL 60614 (the "Property"), (ii) that certain Assignment of Rents dated June 26, 2010, recorded September 15, 2010 in the office of Cook County Recorder as Document No. 1025840027 (the "Assignment of Rents") on the Property. The Business Loan Agreement, the Promissory Note, the Mortgage, the Assignment of Rents and any and all other documents evidencing, securing and/or guarantying Note 1, in their original form and as amended from time to time, are collectively referred to herein as the "Note 1 Documents".

D. Note 2 is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 1636 N. Wells Street, Unit 2210, Chicago, IL 60614 (the "Property"), (ii) that certain Assignment of Rents dated June 26, 2010, recorded September 15, 2010 in the office of Cook County Recorder as Document No. 1025840027 (the "Assignment of Rents") on the Property. The Business Loan Agreement, the Promissory Note, the Mortgage, the Assignment of Rents and any and all other documents evidencing, securing and/or guarantying Note 2, in their original form and as amended from time to time, are collectively referred to herein as the "Note 2 Documents".

E. The current outstanding Note 1 principal balance is \$387,049.94 with authorized advances up to an aggregate limit of \$500,000.00.

F. The current outstanding Note 2 principal balance is \$325,000.00.

G. The Promissory Note of Note 1 dated September 26, 2011 in the principal amount of \$500,000.00

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MODIFICATION OF MORTGAGE (Continued)

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matured on February 26, 2012. The Borrower has requested that Lender extend the maturity date until February 26, 2013 and Lender is willing to extend the maturity date until February 26, 2013, on the terms and conditions set forth hereinafter.

H. The Promissory Note of Note 2 dated September 26, 2011 in the principal amount of \$325,000.00 matured on February 26, 2012. The Borrower has requested that the Lender divide Note 2 into two Notes (herein referred to as "Note 2A" and "Note 2B"). Note 2A will be in the principal amount of \$125,000.00 with a maturity date of February 26, 2016 and Note 2B will be in the principal amount of \$200,000.00 with a maturity date of February 26, 2015. The Lender is willing to extend the maturity date as recited above, on the terms and conditions set forth hereinafter.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extension of the Maturity Date:

(a) The Maturity Date for Note 1 is hereby amended and extended from February 26, 2012 to February 26, 2013. All references in any and all Note 1 Documents to "Maturity Date" or words of similar import shall now mean February 26, 2013.

(b) The Maturity Date for Note 2 is hereby amended and extended from February 26, 2012 and all references in any and all Note 2 Documents to "Maturity Date" or words of similar import shall now mean that Note 2A maturity date is February 26, 2016 and Note 2B maturity date is February 26, 2015.

2. Renewal Notes:

(a) Contemporaneously with the execution of this Agreement, a Promissory Note of even date herewith shall be executed by Borrower in the principal amount of \$500,000.00, having a maturity date of February 26, 2013. This Note shall restate and replace the Promissory Note dated September 26, 2011 in the principal amount of \$500,000.00. All references in any and all Note 1 Documents to the "Note" shall now include the Promissory Note dated February 26, 2012 in the principal amount of \$500,000.00. Notwithstanding any other provision contained in the Note 1 Documents, the interest rate and principal and interest payments applicable to the Note shall be as set forth in the Promissory Note dated February 26, 2012 in the principal amount of \$500,000.00. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall include the Promissory Note dated February 26, 2012 in the principal amount of \$500,000.00.

(b) Contemporaneously with the execution of this Agreement, the Promissory Note dated September 26, 2011 in the principal amount of \$325,000.00 shall be replaced and reinstated as follows:

i) A Promissory Note herein referred to as Note 2A shall be executed by Borrower in the principal amount of \$125,000.00 and shall mature on February 26, 2016.

ii) A Promissory Note herein referred to as Note 2B shall be executed by Borrower in the principal amount of \$200,000.00 and shall mature on February 26, 2016. The Note 2B shall have a Balloon payment at maturity.

All references to Note 2A and Note 2B made in the paragraph of this Agreement designated "**Continuing Validity**" shall include the Promissory Note dated February 26, 2012 in the principal amount of \$125,000.00 and the Promissory Note dated February 26, 2012 in the principal amount of \$200,000.00.

Note 2A and Note 2B is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 1636 N. Wells Street, Unit 2210, Chicago, IL 60614 (the "Property"), (ii) that certain Assignment of Rents dated June 26, 2010, recorded September 15, 2010 in the office of Cook County Recorder as Document No. 1025840027 (the "Assignment of Rents") on the Property.

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MODIFICATION OF MORTGAGE (Continued)

3. **Default.** The terms "Event of Default" and "Default" under the Note 1, Note 2 and Note 3 Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Note Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Note Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Note Documents.

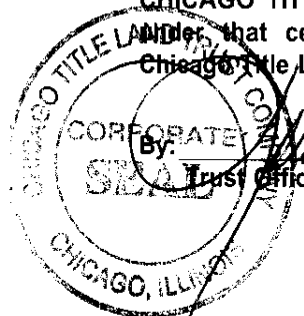
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 26, 2012.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY TRUST #42954 ~~and not personally~~

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee
AND that certain trust agreement dated 05-01-1978 and known as
Chicago Title Land Trust Company Trust #42954. ~~and not personally~~



By: *[Handwritten Signature]*
Trust Officer

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

DIAMOND BANK FSB

X *[Signature]*
Authorized Officer

TRUST ACKNOWLEDGMENT

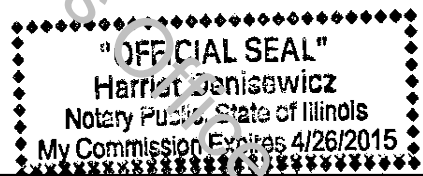
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 21st day of March, 2012 before me, the undersigned Notary Public, personally appeared Trust Officer, Lourdes Martinez of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company Trust #42954, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *[Signature]*
Notary Public in and for the State of Illinois

Residing at CHICAGO TITLE LAND TRUST COMPANY
111 NORTH CLARK STREET, SUITE 575
CHICAGO, ILLINOIS 60601

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Will)

On this 20th day of March, 2012 before me, the undersigned Notary Public, personally appeared Jeffery A. Teague and known to me to be the Senior Vice President, authorized agent for **Diamond Bank FSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Diamond Bank FSB**, duly authorized by **Diamond Bank FSB** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Diamond Bank FSB**.

By J C Scardullo Residing at Diamond Bank

Notary Public in and for the State of IL

My commission expires 6/18/13

