### Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Doc#: 1211044002 Fee: \$52.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 04/19/2012 09:52 AM Pg: 1 of 8

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 17-10-132-037-1473

Address:

Street:

405 N Wabash

Street line 2: Unit 3402

City: Chicago

State: IL

Lender: Goldblatt River Plaza, LLC

Borrower: Cornelius Norwood

Loan / Mortgage Amount: \$252,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 7ACB1493-6C75-425B-9D78-DA1DAA723219

Execution date: 03/22/2012

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### **UNOFFICIAL COPY**

THIS INSTRUMENT WAS PREPARED BY, AND AFTER RECORDING, RETURN TO:

Rick Ingram, Esq.
Shefsky & Froelich Ltd.
111 E. Wacker Drive
Suite 2800
Chicago, Ilineis 60601-3713

### EXTENSION AND MODIFICATION AGREEMENT

THIS EXTENSION AND MODIFICATION AGREEMENT ("Agreement") is made and entered into as of February 23, 2(12, by and among Cornelius Norwood ("Mortgagor") and Goldblatt River Plaza, LLC, a Delaware limited liability company ("Mortgagee").

### RI:CITALS

- A. Mortgagee has made a loan (the "Loan") to Mortgagor in the initial principal amount of Two Hundred Fifty-Two Thousand and No/100 Dollars (\$252,000.00), as evidenced by that certain Promissory Note dated August 10, 2005 rade by Mortgagor payable to the order of Mortgagee in the principal amount of the Loan (the "Note").
- B. Mortgagor's obligations under the Loan and the Note are secured by, among other documents, the following (said document together with any other documents evidencing or securing the Loan and Note hereinafter referred to collectively as the "Loan Documents"):

Mortgage dated August 10, 2005, executed by Mortgagor in favor of Mortgagee and recorded August 25, 2005 in the Office of the Cook County Recorder of Deeds ("Recorder's Office"), as **Document No. 0523703047** (the "Mortgage," with capitalized terms used herein having the same meaning as set forth in said Mortgage unless otherwise defined herein).

C. The Note has matured and Mortgagor has requested and Mortgagee has agreed, on the terms and conditions set forth herein, to extend the original maturity date of the Loan and Note from August 10, 2010, to August 10, 2015.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby mutually agree as follows:

- 1. <u>Incorporation by Reference</u>. The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this Agreement.
- 2. <u>Amendments to Note</u>. Mortgagor and Mortgagee hereby amend the Note as follows:
- (a) Section 3 of the Note is hereby deleted in its entirety and replaced with the following:
  - "3. Payments. Unless there is an Event of Default, payments of principal and interest shall be made in installments as follows: One Thousand Five Hundred Ninety-Two and 81/100 Dollars (\$1,592.81) on the tenth (10<sup>th</sup>) day of September 2005 and on the 10<sup>th</sup> day of each month thereafter with the final payment of all unpaid principal and interest due on the Maturity Date."
- (b) Section 4 of the Note is hereby deleted in its entirety and replaced with the following;
  - "4. <u>Maturity Pate</u>. This Promissory Note shall be due and payable upon the earlier to occur of the following: (a) August 10, 2015; or (b) any earlier oute on which this Promissory Note shall be required to be paid in full, whether by acceleration or otherwise (the "Maturity Date")."
- 3. Amendment to Mortgage. Mortgagor and Mortgagee agree that the maturity date set forth in the second paragraph the Mortgage shall be amended so as to delete "August 10, 2010" and insert in place thereof "August 10, 2015." All references in the Mortgage to "Note" are hereby amended to mean the Note, as extended by this Agreement, together with any and all Agreements, extensions, renewals, replacements, or substitutions thereof.
- 4. <u>Amendment to Loan Documents</u>. All references in the Loan Documents to the terms "Loan", "Mortgage" and "Note" are hereby amended to mean the Loan, Mortgage and Note, as extended by this Agreement, together with any and all future amendments, extensions, renewals, replacements or substitutions thereof.
- 5. <u>Intent of Parties</u>. The parties expressly agree that the liens evidenced by the Loan Documents shall be in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Agreement, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Agreement.
- 6. <u>No Third Party Beneficiaries</u>. This Agreement is made and entered into for the sole protection and benefit of the Mortgagee and Mortgagor. No other person, entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

- Effect of Agreement. Except as specifically amended or modified by the terms of this Agreement, all terms and provisions of each of the Loan Documents shall remain in full force and effect. The Mortgage, as amended hereby, constitutes a valid first lien on the real property described on Exhibit A attached hereto and made a part hereof.
- Governing Law. This Agreement shall be governed by and be construed in 8. accordance with the internal laws of the State of Illinois.
- stitute a Proportion of Cook County Clark's Office Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

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# **UNOFFICIAL COP**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

MORTGAGOR:

Cornelius Norwood, Individually

**MORTGAGEE:** 

Stoponty Or Coop ( Goldblatt River Plaza LLC, a Delaware limited

liability company

Lea Goldblatt, Manager

SEE ATTACHED CERTIFICATE EE A. Clerk's Office

STATE OF <u>California</u>
COUNTY OF <u>Los Angles</u> SS.

I, Parmeter Brails a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lea Goldblatt the Manager of Goldblatt River Plaza LLC, a Delaware limited liability company, personally 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 as her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 4th day of APRIL, 2012.

RAVINDER PHALLA
COMM. 4185-J682
NOTARY PUBLIC CA FORNIA
LOS ANGELES C UNITY
My Comm. Expires August 28, 2013

Notary Public

My Commission expires: Arg 2014

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Cornelius Norwood, personally 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 the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Gi en under my hand and Notarial seal this day of MARCH, 2012.

OFFICE L SEAL
ALMA ROJAS

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/24/15

Notary Public

My Commission expires: 07/24/2015

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#### **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### PARCEL 1:

UNIT NUMBER 3402 IN THE RIVER PLAZA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 3, 5, 8, 15, 16, 17, 19, 20, 22, 31 TO 39, BOTH INCLUSIVE, 41, AND 44 TO 48, BOTH INCLUSIVE, IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDN TO CHICAGO IN THE NOPTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94758753 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT OF THE PROPERTY AS SET FORTH IN THE RIVER PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT NUMBER 94758750.

#### PARCEL 3:

UNIT A-25 IN THE 405 N. WABASH PARKING CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2, 9, 11 AND 12 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST ¼ OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM VARIOUS PARCELS FOR RAMPS AT LEVELS P1, G1, G2, G3, AND G4; WHICH SURVEY IS A TACHED AS EXHIBIT A-2 TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00977089 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.s:

17-10-132-037-1473

17-10-132-040-1029

Addresses:

Unit 3402 and parking space A25, 405 N. Wabash, Chicago, Illinois.