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Doc#: 1227818090 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/04/2012 03:14 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Gregg I. Minkow, Esq.
Levenfeld Pearlstein, LLC
2 North LaSalle Street
Suite 1300
Chicago, Illinois 60602

AMENDMENT TO MORTGAGE

Amendment to Mortgage dated effective as of August 1, 2012, given by PAUL MARINESCU, a married person, and Chicago Title Land Trust Company as Trustee under the provisions of a trust agreement dated February 14, 2011 and known as Trust Number 8002356587 (collectively "Grantor"), in favor of BRIDGEVIEW BANK GROUP ("Lender"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof, together with all equipment, fixtures and other personal property attached to such real estate (collectively, the "Property").

P R E A M B L E:

Paul Marinescu gave to Lender that certain Mortgage dated as of May 9, 2007, which was recorded on June 14, 2007, and re-recorded on February 8, 2011 with the Cook County Recorder of Deeds as document nos. 0716506000 and 1103916071, as amended from time to time (collectively, the "Existing Mortgage") which encumbers the Property. Paul Marinescu subsequently conveyed legal title for the Property to Chicago Title Land Trust Company as Trustee under the provisions of a trust agreement dated February 14, 2011 and known as Trust Number 8002356587. Grantor has requested that Lender make certain changes to Lender's financing of Grantor and affiliates of Grantor. Lender has agreed to such changes, so long as, among other things, Grantor executes and delivers this Amendment.

NOW, THEREFORE, in consideration of the premises that are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, it is agreed as follows:

1. The definition of "Note" on Page 13 of the Mortgage is amended to read as follows:

"Note. The word "Note" means the Amended and Restated Promissory Note dated effective as of August 1, 2012, in the original principal amount of \$21,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for, the promissory note or agreement. NOTICE: under no circumstances shall the

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interest rate on this Mortgage be more than the maximum rate allowed by applicable law.”

2. All references in the Existing Mortgage to the “Mortgage” shall mean the Existing Mortgage as assumed and amended by this document.

3. The terms and conditions of the Note as defined in Paragraph 1, above, are incorporated herein by reference in their entirety. The original principal amount of the indebtedness under said Note is \$21,000.00; the maturity date of said indebtedness is August 31, 2017; and the interest rate on said indebtedness is 3.25% per annum, except that from and after any event of default the interest rate shall be 13.25% per annum (reduced to the extent required by such interest rate limitations as may exist (if any) under applicable law). If a payment is 10 days or more late, Borrower under the Note will be charged 10.000% of the regularly scheduled payment or \$250.00, whichever is greater.

4. Except as specifically amended and modified by this Amendment, the Mortgage is hereby restated, reaffirmed and incorporated herein and shall remain in full force and effect. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

AGREED:


Paul Marinescu, individually

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

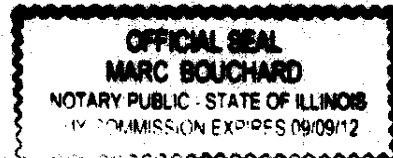
I, Marc E. Bouchard, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Paul Marinescu personally is known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of August, 2012.


NOTARY PUBLIC

My Commission Expires:

[SEAL]



AGREED:

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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

UNIT 1760-201 IN HIGHLAND MEWS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 4 AND 5 IN WILLIAM A. TAYLOR RESUBDIVISION OF LOTS 12, 13 AND 14 IN BLOCK 3 IN HIGH RIDGE, A SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO

LOTS 6 AND 7 IN WILLIAM A. TAYLOR RESUBDIVISION OF LOT 15 IN BLOCK 3 AND IN HIGH RIDGE, A SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 95-892322; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-7, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 95-892322.

Permanent Index Number: 14-06-202-024-1006

Common Address: 1760 West Highland, #201, Chicago, Illinois 60660