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Doc#: 1233116125 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/26/2012 04:33 PM Pg: 1 of 5

Property of Cook County, Illinois
Doc# 10-0592

Above space for Recorder's use

PREPARED BY AND) Continuum Capital Funding LLC
AFTER RECORDING) Attn: Brian Lignelli
) 520 W. Erie St., Ste. 300-S
MAIL THIS INSTRUMENT TO:) Chicago, IL 60654

Q PT# GN-1211-00681

GN# 10-0592

THIRD AMENDMENT TO MORTGAGE

THIS THIRD AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective this 16th day of November, 2012 by MICHAEL TASSONE a/k/a MIKE TASSONE, an individual ("Mortgagor"), and shall amend that certain MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING (dated evenly with that certain PROMISSORY NOTE dated December 16, 2010, as amended by that certain First Addendum to Promissory Note dated February 24, 2011 and as amended by that Second Addendum to Promissory Note dated April 15, 2011 and as further amended by that AMENDED AND RESTATED PROMISSORY NOTE dated of even date herewith, (as amended to date and as may be amended from time to time, collectively, the "Note") increasing the loan amount to Four Hundred Thousand and no/100 dollars (\$400,000.00), as further amended by that certain Forbearance and Loan Modification Agreement and Amendment to Loan Documents ("Loan Modification Agreement"), dated of even date herewith, increasing the loan amount to FOUR HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$435,000.00) ("Loan Amount"), made by Mortgagor to CONTINUUM CAPITAL FUNDING, LLC, a limited liability company duly organized and existing under the laws of the State of Illinois ("Lender"), said mortgage dated as of **December 16, 2010** and granting a security interest to Lender in certain real estate legally described in Exhibit A attached to said mortgage, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 21, 2010, as Document No. 1035529120 as amended by a certain First Amendment to Mortgage made and executed by Mortgagor, dated April 15, 2011, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 21, 2011, as Document No. 111134092, as further amended by a certain Second Amendment to Mortgage made and executed

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by Mortgagor, dated August 16, 2012 recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 17, 2012, as Document No. 1223057350 (as amended to date and as may be amended from time to time, collectively, the "Mortgage") (the Mortgage, the Note, together with all other loan documents related to, evidencing and/or securing the Loan, are collectively referred to herein as the "Loan Documents";).

1. Definitions. The definitions set forth herein shall be as set forth in the Mortgage and/or Loan Documents.

2. Amendment to Mortgage.

- a. Pursuant to and following an additional advance made by Lender to Borrower as of the date hereof, the Loan Amount shall be equal to **Four Hundred Thirty Five Thousand and no/100 Dollars (\$435,000.00)**, and the Note is hereby amended pursuant to the terms of a Forbearance and Loan Modification Agreement and Amendment to Loan Documents ("Loan Modification Agreement"), dated of even date herewith such that, among other things, the aggregate principal amount evidenced by the Note, as of the date hereof, shall equal **Four Hundred Thirty Five Thousand and no/100 Dollars (\$435,000.00)**. Other than as set forth in the Loan Modification Agreement or herein, the interest rate and maturity date with regards to the Loan shall be governed by the terms set forth in the applicable Loan Documents.
- b. The Mortgage is hereby amended pursuant to the terms hereof, and the Loan Modification Agreement, such that the Mortgage shall secure, among other things, the increased principal amount set forth in paragraph 2(a) of this Amendment.
- c. The Maturity Date under the Note is **December 16, 2012**.
- d. The Loan Documents and the terms thereof are hereby amended pursuant to the terms of this Amendment. The Loan Documents and the terms thereof are hereby also amended pursuant to the terms of this Amendment such that the defined term "Mortgage" as it appears in any and all of the Loan Documents shall mean the Mortgage as amended by the terms of this Amendment.
- e. This Amendment shall constitute a "Loan Document" under the terms of and as defined in each of the Loan Documents.

3. Ratification of Loan Documents. This Amendment is supplementary to the Note, Mortgage and the other Loan Documents. All of the provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein, shall remain in full force and effect except as herein expressly modified. The Mortgagor and Borrower agree to continue to comply with and perform all of the covenants, conditions and obligations set forth in the Loan Documents.

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4. Further Renewals, Extensions or Modifications. The Mortgage and other collateral given to secure payment of the Note, as hereby amended, shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness secured thereby, however evidenced, and any such extensions, modifications or change in the terms thereof shall not impair in any manner the validity of or priority of the Mortgage, nor release the Mortgagor, Borrower or any Co-maker, Surety or Guarantor of the indebtedness thereby secured from personal liability, if assumed, for the indebtedness thereby secured.

5. Waiver and Release of Claims/Disclaimer of Reliance. Mortgagor and Borrower represents to Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any action taken or not taken by the Lender with respect thereto, including but not necessarily limited to, this Amendment. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, Mortgagor and Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liability, rights, claims, losses, expenses, or causes of action, known or unknown, arising in conjunction therewith. Mortgagor and Borrower also waive, release and forever discharge the Released parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action, or other bar to the enforcement of this Amendment or the Loan Documents. Mortgagor and Borrower expressly disclaim any reliance on any oral representation made by the Lender with respect to the subject matter of this Amendment.

6. Conditions. The agreements to be made by the Lender hereunder shall be conditioned upon the upon the occurrence of the following events:

- a. This Amendment shall have been fully executed and delivered by the Mortgagor and each and every Co-Maker, Co-Borrower, Guarantor and/or Surety that has an obligation with respect to the indebtedness, interest thereon and such other costs and obligations of Mortgagor and Borrower provided for in the Note, Mortgage or any other Loan Document;
- b. This Amendment shall, at Mortgagor's expense, be recorded in the Office of the Recorder of Deeds of Cook County, Illinois;

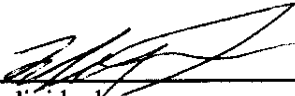
7. Successors and Assigns. The provisions of this Amendment shall inure to the benefit of any Holder of said Note and shall bind the successors, heirs, personal representatives and assigns of the Mortgagor and Borrower.

8. Governing Law. The terms of this Amendment shall be governed by and construed in accordance with the terms of the laws of the State of Illinois.

IN TESTIMONY WHEREOF, the parties hereto have signed this First Amendment to Mortgage and have caused it to be dated the day and year first above written.

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MORTGAGOR:
MICHAEL TASSONE a/k/a MIKE TASSONE,



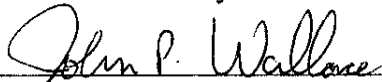
An Individual

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
) J.P.W.

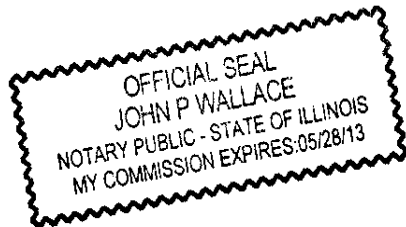
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL TASSONE, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as Sole Member of DNV HOME BUYERS, LLC, an Illinois limited liability company (the "Company"), appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as Sole Member of The Company, and as the free and voluntary act of the Company, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 16 day of Nov., 2012.



NOTARY PUBLIC

My Commission Expires:
05/28/13



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EXHIBIT A

LEGAL DESCRIPTION

LOT 18 AND THE NORTH 6 FEET OF LOT 19 IN BLOCK 5 IN PON AND CO'S RIVERSIDE SUBDIVISION, BEING A SUBDIVISION OF THAT PART LYING NORTH OF LITTLE CALUMET RIVER OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE WEST 25 ACRES THEREOF) OF SECTION 32, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 12840 South Sangamon Street, Chicago, Illinois 60643

PIN: 25-32-208-065-0000