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THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:

Eugene S. Kraus, Esq.  
Scott & Kraus, LLC  
150 S Wacker Dr, Suite 2900  
Chicago, IL 60660



Doc#: 1236208044 Fee: \$46.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/27/2012 11:06 AM Pg: 1 of 5

*The space above reserved for recorder's use.*

## MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS (this "Modification") is dated November 5, 2012 and made effective as of August 1, 2012, by and between THE MARCHETTI COMPANY, an Illinois corporation, whose address is 70 Lawton Road, Riverside, IL 60546 ("Grantor"), and INLAND BANK AND TRUST, whose address is 2225 S Wolf Rd, Hillside, IL 60162 ("Lender").

### WITNESSETH:

A. Jonathon Marchetti ("Jonathon") and Kathryn Marchetti, husband and wife (together, the "Individual Borrowers" and together with the Grantor, the "Borrowers") and Lender have been parties to the following agreements, documents and instruments, (i) Promissory Note dated as of August 1, 2007 in the original principal amount of One Hundred Fifteen Thousand and 00/100 Dollars (\$15,000.00) made by the Individual Borrowers in favor of Lender, as modified by that certain Change in Terms Agreement dated August 1, 2009 and that certain Amendment Letter Agreement dated March 1, 2011 (the "Note"), evidencing a loan from Lender to the Borrowers (the "Loan"); and (ii) the balance of the other Related Documents (as defined in the Mortgage).

B. The Loan is secured by, among other things, (i) that certain Mortgage (the "Mortgage") dated as of August 1, 2007, made by the Individual Borrowers in favor of Bank, and recorded in the office of the Cook County Recorder of Deeds ("Recorder's Office") on August 6, 2007, as Document no. 0721802300 for the real property commonly known as 953 W. 71<sup>st</sup> Street, Chicago, IL 60636 (the "Premises") and legally described on Exhibit A, attached hereto and made a part hereof and (ii) that certain Assignment of Rents (the "Assignment of Rents") dated as of August 1, 2007, made by the Individual Borrowers in favor of Bank and recorded at the Recorder's Office on August 6, 2007 as Document No. 0721802301 for the Premises. The Mortgage and the Assignment of Rents are amended by that certain Assumption, Amendment and

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Reaffirmation Agreement of even date herewith (the "Assumption Agreement"). The Note, Mortgage, Assignment of Rents, the Assumption Agreement and Related Documents, together with all modifications, amendments, restatements, replacements and substitutions thereto, are hereinafter referred to collectively as the "Loan Documents."

C. Individual Borrowers have previously acknowledged and agreed that one or more Events of Default have occurred under the terms of the Loan Documents, including without limitation, that (i) Individual Borrowers failed to pay amounts due and owing under the Note on August 1, 2012, the maturity date of the Note, (ii) the default by the Individual Borrowers under other agreements with Lender and (iii) the unauthorized transfer of Jonathon's interest in the Premises to Grantor (the "Specified Defaults").

D. Pursuant to the Change in Terms Agreement and the Assignment Agreement, Grantor has agreed to be bound by the terms and conditions of the Loan Documents and to become jointly and severally liable for all indebtedness thereunder.

E. Jonathon, Grantor and Lender have entered into that certain Forbearance and Amendment Letter Agreement of even date herewith and made effective as of August 1, 2012 (the "Forbearance Agreement"), a condition of which forbearance by Lender for the Specified Defaults is that Grantor executes and delivers this Modification to Lender and that Grantor and Jonathon and Grantor execute and deliver that certain Change in Terms Agreement of even date herewith.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Bank hereby agree as follows:

## 1. AGREEMENTS.

1.1 RECITALS. The foregoing Recitals are hereby made a part of this Modification.

1.2 DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Mortgage.

## 2. MODIFICATIONS TO THE MORTGAGE AND ASSIGNMENT OF RENTS.

2.1 Modification of Definition: The following definition contained in the Mortgage and Assignment of Rents is hereby deleted in its entirety and the following is substituted therefor:

**Note.** The word "Note" means the promissory note dated August 1, 2007, in the original principal amount of \$115,000.00 from Jonathon Marchetti and Kathryn Marchetti (the "Borrowers") to Lender, together with all renewals of,

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extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement, including, without limitation, the Forbearance Agreement (defined below) which, among other things, removed Kathryn Marchetti as a co-borrower under the loan. The original interest rate on the Note is 6.5% per annum, provided, however, that so long as the Forbearance Agreement remains in effect, interest on the outstanding principal balance of the Note shall be 4.0% per annum. The maturity date of the Note shall be the earlier of (i) August 1, 2015, or (ii) the occurrence of a default or an Event of Default and acceleration of the Note pursuant to the Loan Documents and the Forbearance Agreement. As used herein, the term "Forbearance Agreement" shall mean that certain Forbearance and Amendment Letter Agreement dated as of November 5, 2012 and made effective as of August 1, 2012 by and among Jonathon Marchetti, Grantor and Lender.

**3. CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage and Assignment of Rents 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 or Assignment of Rents as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note or other credit agreement secured by the Mortgage and Assignment of Rents. It is the intention of Lender to retain as liable all parties to the Mortgage and Assignment of Rents and all parties, makers and endorser 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 or Assignment of Rents 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.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Modification as of the date first above written.

GRANTOR:

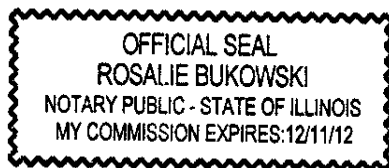
**THE MARCHETTI COMPANY,**  
an Illinois corporation

By: *Jonathon Marchetti*  
Name: Jonathon Marchetti  
Title: President

STATE OF ILLINOIS )  
COUNTY OF *Superior* SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jonathon Marchetti, the President of The Marchetti Company, an Illinois corporation, who is 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 own free and voluntary act and as the act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal 11-5-, 2012.



*Rosalie Bukowski*  
Notary Public

My Commission Expires: 12-11-12

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 620 IN DOWNING AND PHILLIPS NORMAL PARK ADDITION, A SUBDIVISION EAST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 149 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 953 W. 71<sup>ST</sup> STREET, CHICAGO, IL 60636

PIN: 20-29-204-003-0000