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Doc#: 1302545000 Fee: \$48.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/25/2013 08:42 AM Pg: 1 of 6

**This document was prepared by,
and after recording, return to:**

Murray J. Lewison
Johnson and Colmar
2201 Waukegan Rd. - Suite 260
Bannockburn, Illinois 60015

Permanent Tax Index Numbers:
03-15-406-005-0000

This space reserved for Recorders use only.

Property Address:
807 N. School
Prospect Heights, Illinois

SECOND MODIFICATION OF LOAN DOCUMENTS

THIS SECOND MODIFICATION OF LOAN DOCUMENTS (this "**Agreement**") is made as of January 14, 2013 by and among Investment Capital Group LLC, an Illinois limited liability company (the "**Borrower**") Joseph Moennig ("**Guarantor**") and Equity Trust Company, as Custodian f/b/o Paul D. Kamienar IRA, its successors and assigns ("**Lender**").

RECITALS:

A. Lender has heretofore made a loan ("**Loan**") to Borrower in the principal amount of One Hundred Sixty Five Thousand and 00/100 Dollars (\$165,000.00) as evidenced by a Promissory Note dated October 12, 2012, in the principal amount of the Loan made payable by Borrower to the order of Lender ("**Note**").

B. The Loan is secured by a Mortgage dated October 12, 2012 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois on November 6, 2012, as Document No. 1231126235 ("**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("**Property**"). The Loan is further secured by a Guaranty of Payment dated October 12, 2012 from Guarantor to Lender (the "**Guaranty**").

C. The Loan was modified by that certain Modification of Loan Documents dated December 3, 2012 and recorded with the Recorder of Deeds in Cook County, Illinois on December 27, 2012, as Document No. 1236222009 ("**Modification**") wherein the principal amount under the Note and Mortgage was increased to \$185,000.

D. Borrower desires to further amend the Loan Documents in order to further increase the amount of the principal of the Loan.

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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 agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Loan Amount.** Lender does hereby lend to Borrower the additional sum of Fifteen Thousand Dollars (\$15,000.00) so that the total principal under the Note and Mortgage is now Two Hundred Thousand Dollars (\$200,000.00). In addition a Loan Origination Fee of \$750.00 shall be charged for the additional sum loaned hereunder.

2. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

3. All other provisions of the Note, Mortgage and Guarantee, to the extent not modified by this Amendment are hereby ratified and affirmed.

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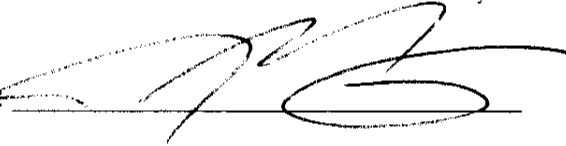
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Borrower:

Investment Capital Group, LLC,

an Illinois limited liability company,

By: Bella Investment Group, LLC, its
Manager

By: 

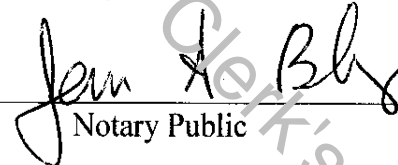
Name: Joseph Moennig, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Moennig, the Manager of Bella Investment Group, LLC, Manager of Investment Capital Group, LLC, 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 as such Manager, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of January, 2013.




Notary Public

My Commission Expires: 6/3/2014

Jessica A Bednarz

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EXHIBIT A

THE PROPERTY

Lot 4 in Bluett's Countryside Subdivision in the Southwest 1/4 of the Southeast 1/4 of Section 15, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

Common Address: 807 N. School Street, Prospect Heights, IL 60070
PIN: 03-15-406-005-0000

Property of Cook County Clerk's Office