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Cook County Recorder of Deeds
Date: 02/28/2013 11:04 AM Pg: 1 of 5

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**AMENDMENT TO
MORTGAGE, SECURITY AGREEMENT
AND FINANCING STATEMENT**

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") is made as of this 26th day of February, 2013, by DEBORAH D. THOMAS ("Mortgagor"), in favor of GP 1, LLC, an Illinois limited liability company (herein, together with its successors and assigns, called "Mortgagee"), having its principal place of business in Chicago, Illinois.

WITNESSETH

THAT WHEREAS, on February 5, 2012, Mortgagor executed that certain Mortgage, Security Agreement and Financing Statement, recorded as **Document No. 1005605195**, (the "Mortgage") and concurrently therewith, Mortgagor executed a Promissory Note (the "Note"), in the original principal amount of \$348,250.00, payable to Mortgagee, the entire balance of principal of which Note is due and payable on February 1, 2013; and

WHEREAS, concurrently herewith, Mortgagor has executed an Amended and Restated Promissory Note (the "Amended Note"), which, among other things, extends the date by which Mortgagor is required to pay the entire balance of principal due with respect to the indebtedness (as defined in the Mortgage) to February 1, 2015;

NOW THEREFORE, in consideration of the mutual promises and agreements exchanged, Mortgagor agrees as follows (notwithstanding anything to the contrary contained in the Mortgage):

1. As of the date hereof, the principal amount payable under the Amended Note (the "Unpaid Principal Balance") is \$331,132.17, exclusive of interest, fees and/or costs. All costs and expenses incurred by Mortgagee in connection with this Amendment, including recording fees, title examination, and attorney's fees, shall be paid by Mortgagor and shall be secured by the Mortgage, unless stipulated otherwise in writing by Mortgagee.

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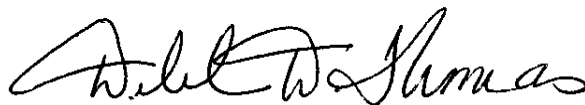
2. Mortgagor has promised to pay the Unpaid Principal Balance, plus interest, to the order of the Mortgagee in accordance with the Amended Note. Interest will continue to be charged on the Unpaid Principal Balance at the annual rate of 4.500%. Mortgagor acknowledges that the monthly payments, which are due on the first of each calendar month, with respect to the Indebtedness are \$1,764.54, with the entire Indebtedness becoming due in a balloon payment on February 1, 2015.

3. Nothing in this Amendment shall be understood or construed to be a satisfaction or release in whole or in part of the Mortgage. Except as otherwise specifically provided in this Amendment, the Mortgage will remain unchanged, and Mortgagor and Mortgagee will be bound by, and comply with, all terms and provisions thereof, as amended by this Amendment

4. **Consent to Jurisdiction** TO INDUCE MORTGAGEE TO ACCEPT THE AMENDED NOTE AND THIS AMENDMENT, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE AMENDED NOTE AND, THE MORTGAGE AND THIS AMENDMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN THE JURISDICTION IN WHICH THE PREMISES IS LOCATED. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT HAVING SITUS IN THE JURISDICTION IN WHICH THE PREMISES IS LOCATED, WAIVES PERSONAL SERVICE OF PROCESS UPON MORTGAGOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO MORTGAGOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

5. **Waiver of Jury Trial.** MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AMENDMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AMENDMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

IN WITNESS WHEREOF, Mortgagor has executed this instrument as of the day and year first above written.



DEBORAH D. THOMAS

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

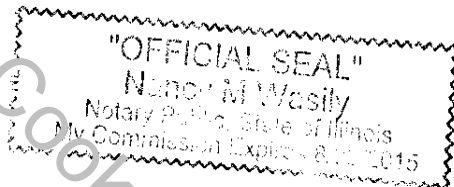
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DEBORAH D. THOMAS, who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary acts, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of February, 2013.

Nancy M Wasily

NOTARY PUBLIC

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

UNITS 306 IN THE ONE MUSEUM PARK EAST CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN BLOCK 2 SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0809922000, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-02, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0809922000.

COMMONLY KNOWN AS: 1211 SOUTH PRAIRIE AVENUE PRIVATE, UNIT 306, CHICAGO, ILLINOIS 60605

PIN: 17-22-110-135-1003

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