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RECORDATION REQUESTED BY:
Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

Doc#: 1314055124 Fee: \$46.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/20/2013 12:53 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 13, 2013, is made and executed between ZNCCA Holdings, LLC, a Delaware Limited Liability Company, whose address is 399 Wall Street, Unit H, Glendale Heights, IL 60139 (referred to below as "Grantor") and Diamond Bank FSB, whose address is 1051 Perimeter Drive, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 13, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded April 25, 2012 in the office of the Cook County Recorder as Document #1211655046.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOTS 1, 2 AND 3 IN GUSTAV A. PUDEWA'S SUBDIVISION OF BLOCK 5 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6601 W. Roosevelt Road, Berwyn, IL 60304. The Real Property tax identification number is 16-19-203-008, 16-19-203-007, 16-19-203-006.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

RECITALS:

A. Lender made a loan (the "Loan") to Borrower in the principal amount of \$490,000.00, as evidenced by a Promissory Note dated April 13, 2012, in the principal amount of the Loan made payable by Borrower to the order of Lender (as amended, modified or replaced from time to time, the "Note").

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property 6601 W. Roosevelt Road, Berwyn, IL 60304 (the "Property"), (ii) that certain Assignment of Rents dated April 13, 2012, recorded April 25, 2012 in the office of the Cook County Recorder as Document No. 1211655047 (the "Assignment of Rents") on the Property. The Promissory Note, the Business Loan Agreement, the Mortgage, the Assignment of Rents, the Guaranty and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

ACCOMMODATION

PRECISION TITLE DB051813-9

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MODIFICATION OF MORTGAGE (Continued)

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C. The current outstanding principal balance of the Note is \$490,000.00.

D. The Note matured on April 13, 2013. The Borrower has requested that Lender extend the maturity date until July 13, 2013 and Lender is willing to extend the maturity date until July 13, 2013, on the terms and conditions set forth hereinafter.

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 and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extension of the Maturity Date.

(a) The Maturity Date of the Note is hereby amended and extended from April 13, 2013 to July 13, 2013. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean July 13, 2013.

(b) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

2. **Renewal Note.** Contemporaneously with the execution of this Agreement a Promissory Note of even date herewith shall be executed by Borrower in the principal amount of \$490,000.00, having a maturity date of July 13, 2013. The Interest rate on the Promissory Note dated April 13, 2013 is stated to be a variable rate based upon an independent index which is the "US Prime Rate" as published from time to time in the Money Rates Section of the Wall Street Journal (the "Index"). The Index is currently 3.250% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate of 1.000 percentage point over the Index, resulting in an initial rate of 5.250%. **NOTICE.** Under no circumstances will the interest rate on this Note be less than 5.250% per annum or more than the maximum rate allowed by applicable law. The Note shall have a Balloon payment at maturity. This Note shall restate and replace the Promissory Note dated April 13, 2012 in the principal amount of \$490,000.00. All references in any and all Loan Documents to the "Note" shall now include the Promissory Note dated April 13, 2013. All references to the "Note" made in the paragraph of this Agreement designated "Continuing Validity" shall include the Promissory Note dated April 13, 2013.

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

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 13, 2013.

GRANTOR:

ZNCCA HOLDINGS, LLC

HEIDNER PROPERTIES INC., Manager of ZNCCA Holdings, LLC

By:


Rick E. Heidner, President of Heidner Properties Inc.

LENDER:

DIAMOND BANK FSB

x


Authorized Officer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

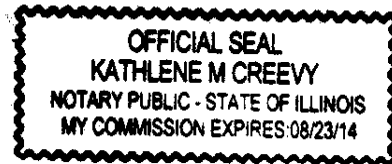
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 9th day of May, 2013 before me, the undersigned Notary Public, personally appeared **Rick E. Heidner, President of Heidner Properties Inc., Manager of ZNCCA Holdings, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Kathlene M. Creevy Residing at _____

Notary Public in and for the State of Illinois

My commission expires 8-23-14



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Will)

On this 9th day of May, 2013 before me, the undersigned Notary Public, personally appeared Jeff Tease and known to me to be the SVP, authorized agent for **Diamond Bank FSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Diamond Bank FSB**, duly authorized by **Diamond Bank FSB** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Diamond Bank FSB**.

By [Signature] Residing at Diamond Bank, IL

Notary Public in and for the State of IL

My commission expires 6/18/15



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