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RECORDATION REQUESTED BY:

North Shore Community Bank
and Trust Company
("Lender"), successor
pursuant to Agreement to
Purchase Assets and Assume
Liabilities by and between
Diamond Bank, FSB as Seller
and Lender as Buyer, dated
October 18, 2013
1051 Perimeter Drive
Schaumburg, IL 60173



Doc#: 1401049010 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/10/2014 10:33 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

North Shore Community Bank
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Diamond Bank, FSB as Seller
and Lender as Buyer, dated
October 18, 2013
1051 Perimeter Drive
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

North Shore Community Bank and Trust Company ("Lender"), successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013
1051 Perimeter Drive
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2013, is made and executed between Park Place Properties II, LLC, an Illinois limited liability company, whose address is 2728 N. Elston Avenue, Chicago, IL 60647 (referred to below as "Grantor") and North Shore Community Bank and Trust Company ("Lender"), successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013, whose address is 1051 Perimeter Drive, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 1, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded October 14, 2010 in the office of the Cook County Recorder as Document #1028711123.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook

PROPERTY ACCOMMODATION

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MODIFICATION OF MORTGAGE (Continued)

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County, State of Illinois:

THE WEST 39.50 FEET OF LOT 9 (EXCEPT THE SOUTH 40.50 FEET THEREOF) IN THE ASSESSOR'S DIVISION OF LOT 1 AND 2 AND 3 IN THE SUBDIVISION OF BLOCK 5 IN THE CANAL TRUSTEES' SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 543 W. Fullerton Parkway, Chicago, IL 60614. The Real Property tax identification number is 14-33-104-089.

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 \$582,000.00, as evidenced by a Promissory Note dated September 1, 2010, 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 located at 543 W. Fullerton Parkway, Chicago, IL 60614 (the "Property"), (ii) that certain Assignment of Rents dated September 1, 2010, recorded October 14, 2010 in the office of the Cook County Recorder as Document #1028711124 (the "Assignment of Rents") on the Property. The Promissory Note, the Business Loan Agreement, the Mortgage, the Assignment of Rents, the Guaranties 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".

C. The current outstanding principal balance of the Note is \$551,526.83.

D. The Note matured on September 1, 2013. The Borrower has requested that Lender extend the maturity date until September 1, 2014 and Lender is willing to extend the maturity date until September 1, 2014, 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 September 1, 2013 to September 1, 2014. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean September 1, 2014.

(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 \$551,526.83, having a maturity date of September 1, 2014. The interest rate on the Promissory Note dated September 1, 2013 is stated to be 5.25% per annum. The Note shall have a Balloon payment at maturity. This Note shall restate and replace the Promissory Note dated September 1, 2010 in the principal amount of \$582,000.00. All references in any and all Loan Documents to the "Note" shall now include the Promissory Note dated September 1,

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(Continued)**

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2013. All references to the "Note" made in the paragraph of this Agreement designated "Continuing Validity" shall include the Promissory Note dated September 1, 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2013.

GRANTOR:

PARK PLACE PROPERTIES II, LLC

By: 
George Usleber, Member and Manager of Park Place Properties
II, LLC

LENDER:

**NORTH SHORE COMMUNITY BANK AND TRUST COMPANY ("LENDER"),
SUCCESSOR PURSUANT TO AGREEMENT TO PURCHASE ASSETS AND
ASSUME LIABILITIES BY AND BETWEEN DIAMOND BANK, FSB AS
SELLER AND LENDER AS BUYER, DATED OCTOBER 18, 2013**

X 
Authorized Officer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF Cook

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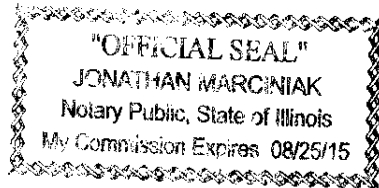
On this 14th day of November, 2013 before me, the undersigned Notary Public, personally appeared **George Usleber, Member and Manager of Park Place Properties II, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and 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 [Signature]

Residing at _____

Notary Public in and for the State of Illinois

My commission expires 8/25/15



PROPOSED BY COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
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On this 14 day of , 2013 before me, the undersigned Notary Public, personally appeared Jonathan Marcinek and known to me to be the VP, authorized agent for North Shore Community Bank and Trust Company ("Lender"), successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013 that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of North Shore Community Bank and Trust Company ("Lender"), successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013, duly authorized by North Shore Community Bank and Trust Company ("Lender"), successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013 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 North Shore Community Bank and Trust Company ("Lender"), successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Diamond Bank, FSB as Seller and Lender as Buyer, dated October 18, 2013.

By [Signature] Residing at 100 W NORTH AVE

Notary Public in and for the State of ILLINOIS

My commission expires 07/08/17

