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Doc#: 1602849126 Fee: \$48.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/28/2016 02:45 PM Pg: 1 of 6

MODIFICATION & EXTENSION OF PROMISSORY NOTE & MORTGAGE

This modification and extension of Promissory Note and Mortgage ("Agreement") is entered into as of the 16th day of November, 2015, by and between Park Ridge Community Bank ("Lender") and JDB Properties LLC, an Illinois Limited Liability Company, John Nannini, and Dragana Radosavljevic (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Sorrower the sum of One Hundred Seventy Thousand and 00/100ths Dollars (\$170,000.00) (the "Loan") as evidenced by a Promissory Note dated May 16, 2014, (the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated May 16, 2014 and recorded in the office of the Cook County Recorder, Illinois, as Document Number(s) 1414733037 and 1414733038 respectively (the "Collateral Document(s)"). The real estate related Collateral Document(s) cover the following described premises:

PARCEL 1:

UNIT NUMBER 1314-2 IN THE 1314 NORTH WICKER PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACE OF LAND:

THAT PART OF LOTS 28 AND 29, IN BLOCK 1 IN PICKETT'S ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 3 AND 8 IN ASSESSOR'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 27, THENCE SOUTH 48 DEGREES, 09 MINUTES, 24 SECONDS EAST, A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 48 DEGREES 09 MINUTES 24 SECONDS EAST, A DISTANCE OF 25 FEET; THENCE SOUTH 41 DEGREES 50 MINUTES 36 SECONDS WEST, A DISTANCE OF 124.60 FEET, THENCE NORTH 48 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 25 FEET, THENCE NORTH 41 DEGREES 50 MINUTES 36 SECONDS EAST, A DISTANCE OF 124.60 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

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RECORDED AS DOCUMENT NUMBER 0726115085; TOGETHER WITH IT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-2 AS LIMITED COMMON ELEMENTS AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0726115085.

COMMON ADDRESS: 1314 N. WICKER PARK AVENUE, UNIT #2, CHICAGO, IL 60622

PERMANENT TAX NUMBER: 17-06-217-046-1002

WHERFAS the Borrower has requested, and Lender has agreed to an extension of the maturity and a modification of certain of the terms and conditions of the aforesaid Loan,

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify the Note and Collateral Document(s) as follows:

- 1. The Recitals set for habove are fully incorporated by reference herein.
- 2. The unpaid principal balance of the Note is currently One Hundred Seventy Thousand and 00/100ths Dollars (\$170,000.00).
- 3. The maturity of the Note is hereby extended from November 16, 2015 to November 16, 2020, and all documents executed pursuant to the Loan are amended accordingly.
- 4. The interest rate payable on the Note, as modified, shall be changed from 1.000% over the index rate floating (per annum) as defined in the Promissory Note to 0.250% over the index rate floating (per annum) effective November 16, 2015.
- 5. The monthly loan payments will be changed from interest only to principal payments of \$334.00 plus interest beginning with the December 16, 2015 payment until maturity of Note. Borrowers final payment will be due on November 16, 2020 and will be for all principal and accrued interest not yet paid.
- 6. In no event will the annual percentage rate be less than 4.750% per annum.
- 7. Borrower also grants Lender a security interest in any deposit accounts that Borrower (or any of them) have now or in the future with Lender. If a regular payment on the Note is not received within 10 days after the "Payment Due Date" shown on your periodic statement or as stated in the Note it is deemed delinquent and, Borrower acknowledges that Lender may withdraw funds from any of Borrower's deposit accounts to pay a delinquent Regular Payment. However, Lender has no obligation to use funds in Borrower's deposit accounts to pay a delinquent Regular Payment, and if Lender does not use funds in Borrower's deposit accounts to pay a delinquent Regular Payment, Lender can

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enforce any of the "Lender's Rights" set forth in the Note or Collateral Documents.

- 8. Borrower further agrees to pay any and all costs including reasonable attorney's fees which have been paid or incurred or may in the future be paid or incurred, by or on behalf of the Lender, in connection with the Loan or any lawsuit, arbitration or matter of any kind involving Borrower and to which Lender is made a party, all of which costs shall be secured by any and all property that secures repayment of the Note.
- 9. No Borrower, without Lender's prior written consent, shall in any manner transfer, sell, convey, assign or dispose of, a material portion of such Borrower's assets (based upon the assets owned by Borrower as disclosed in the most recent financial statement provided to Lender prior to closing of the loan evidenced by the Note).
- 10. A default under any agreement delivered to Lender which relates to the indebtedness evidenced by the Note shall constitute an event of default under the Note.
- 11. All loans from Lender to Borrower will be cross-defaulted. Cross-defaulted means that a default in the terms of any note, security agreement, mortgage, or other agreement from any Borrower to Lender shall constitute a default of each loan, note, security agreement, mortgage and other agreement between Borrower and each of them and Lender.

All other terms and conditions of the Note, the aforesaid Collateral Document(s), and other documents executed pursuant to the Loan, a e hereby incorporated by reference and in all respects, except as hereby modified, shall remain unchanged and continue in full force and effect.

Borrower represents and warrants that (a) there has been no default under the Note, Collateral Document(s) or any other Loan document, nor has there been an event, which if continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Borrower, or any of them, or any other person(s) or entity(s) that are obligated on the Loan, whether directly or indirectly, absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.

Borrower, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note, the Collateral Document(s), or any other Loan documents.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 16th day of November, 2015.

BORROWER:

JDB Properties LC, an Illinois Limited Liability Company
By:
John Namini, Managing Member of JDB Properties
LLC, an Illinois Limited Liability Company
By: D. Radolarb
Dragan: Padosavljević, Managing Member of JDB
Properties LC, an Illinois Limited Liability Company
x
John Nannini, Individually
x DRadosarb
Dragana Radosayljevid, Individually
GRANTOR:
JDB Properties LLC, an Illinois Limited Liability Company
- 2
By: O
John Mannini, Managing Member of JDB Properties
LLC, an Illinois Limited Liability Company
By:
Dragana Radosavljević, Mapaging Member of JDB
Properties LtC, an Illinois Limited Liability Company
W. S.
ohn Nannini, Individually
A Rudofay
Dragana Radosavljević, Individually
PARK RIDGE COMMUNITY BANK
ev. Adolding Cost
Geraldine Cooper, Vice President
Attest: and A. Com
Mark A. Cisek, Assistant Vice President

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INDIVIDUAL ACKNOWLEDGMENT

(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 John Nannini and Dragana Radosavljevic are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 16th day of November, 2015.

By: Tint I by Residing at Carl	Cola
Notary Public in and for the State of	FAL A
My commission expires $06-28-2016$	MUTHY LIFE HOTARY PUBLIC - STATE OF ILLINOIS - LECOMMISSION EXPIRES:06/28/16

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

(STATE OF ILLINOIS)

) SS.

COUNTY OF COOK

On this 16th day of November, 2015, before me, the undersigned Notary Public, personally appeared John Nannini, Member of JDB Properties LLC, an Illinois Limited Liability Company, and Dragana Radosavljevic, Member of JDB Properties LLC, an Illinois Limited Liability Company, and known to me to be (a) member(s) or designated agent(s) of the limited liability company that executed the foregoing instrument and acknowledged the said instrument 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 or oath stated (he/she/they) (is/are) authorized to execute said instrument and in fact executed it on behalf of the limited liability company.

By: Tit I lyne Residing at Card	belge
Notary Public in and for the State of	
My commission expires $66-28-20/6$	YE, IC AL MANATHE OF THE MOST THE MANATHE STALL OF ILLINOIS
	\$ COMMISSION EXPIRES:96/28/16

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BANKING CORPORATION ACKNOWLEDGMENT

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 Geraldine Cooper, personally known to me to be the Vice President of PARK RIDGE COMMUNITY BANK, an Illinois banking corporation, and Mark A. Cisek, personally known to me to be the Assistant Vice President of said banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 16th day of November, 201

NOTARY PUBLIC - STATE OF ILLINOIS

AL.

MUTHY J.

This document prepared by Thomas E. Carter, President of Park Ridge Community Bank, 626 Talcott Road, P.O. Box 829, Park Ridge, H., 60068

MAIL TO: PARK RIDGE COMMUNITY BANK, 626 FALCOTT ROAD, P.O. BOX 829
PARK RIDGE, ILLINOIS 60068