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Doc# 1627213040 Fee \$44.00
RHSP Fee:\$9.00RPRF Fee \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 09/28/2016 01:50 PM Pg: 1 of 4

For Recorders Use Only

COMMERCIAL MORTGAGE NOTE AND MORTGAGE ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT MODIFICATION EXTENSION AGREEMENT

This Note and Modification Agreement (the "Agreement") is made as of **September 27, 2016**, between **PIRAMIDA DEVELOPMENT INC., A CORPORATION OF ILLNOIS**, whose mailing address is **3417 W. MELROSE ST., UNIT 2, CHICAGO, IL 60618** ("Borrower") and **SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION**, a federally chartered credit union ("Lender").

Recitals

- A. Lender is the owner and holder of that Commercial Mortgage Note dated **SEPTEMBER 4, 2015** made by the Borrower in the original principal amount of **FIVE HUNDRED SIXTY NINE THOUSAND AND NO/100TS DOLLARS (\$569,000.00)** (the "Note")
- B. A Commercial Mortgage Note, and Construction Mortgage, dated **SEPTEMBER 4, 2015**, executed by the Borrower and recorded in **COOK** County, Illinois on **SEPTEMBER 11, 2015** as Document No. **1525455016**.
- C. The Construction Mortgage conveyed to the Lender is a first mortgage on the real estate, which is commonly known as **1633 N. ST. LOUIS ST., CHICAGO, IL 60647** and is described in Exhibit A, which is attached hereto and made a part hereof.
- D. The Maturity Date of the original Note remains **SEPTEMBER 3, 2015**. Borrower has requested that Lender extend the Maturity date of the Note in the amount of **FIVE HUNDRED SIXTY NINE THOUSAND AND NO/100TS (\$569,000.00)** for an additional **6 MONTHS** from **SEPTEMBER 3, 2016** to **MARCH 3, 2017**; subject to the terms of this Agreement.

For good and valuable consideration, the receipt of which is acknowledged, and for other promises contained herein, the parties agree as follows:

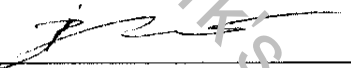
1. The maturity date is hereby modified from **SEPTEMBER 3, 2016** to **MARCH 3, 2017**.
2. All principal, interest, and other charges due under the Note will be due and payable in full, if not sooner paid, on **MARCH 3, 2017**.
3. The Construction Mortgage and the Loan Documents are deemed to be amended pursuant to the terms of this Agreement and continue as security for payment of the Note.

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4. Borrower confirms all terms, provisions and conditions of the Note, Construction Mortgage and Loan Documents, as amended and all terms and provisions contained in the Note, Construction Mortgage and the Loan Documents remain in full force and effect as stated therein except as modified pursuant to the terms herein.
5. Borrower represents and warrants that the Note, Construction Mortgage and the Loan Documents as amended and modified, remain valid, binding and enforceable according to their respective terms.
6. This Agreement is being executed in duplicate and one copy of it will be attached to and made part of the original Note. The second copy of it will be recorded and attached to and made part of the Construction Mortgage.
7. The parties agree that the only change effectuated by this modification agreement is the dated of maturity. All other terms and conditions remain in full force and effect. That as of date of this Agreement, the unpaid balance of indebtedness is \$85,499.27 all of which borrower promises to pay with interest at **5.25%** per annum until paid in full and that the same shall be payable in minimum monthly installments of interest only payments on unpaid principal balance continuing on the **SEPTEMBER 30, 2016** to be applied as provided in the Note and Construction Mortgage identified above, plus a sum estimated to be sufficient to discharge tax and insurance obligations (which estimated sum may be adjusted as necessary). Such monthly installments shall continue until entire indebtedness evidenced by Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on **MARCH 3, 2017**.

IN WITNESS WHERETO, the parties have signed this modification agreement on **September 27**, 2016.

BORROWER: PIRAMIDA DEVELOPMENT INC., A CORPORATION OF ILLNOIS

By:  _____ x
 Volodymyr Avhustyn
 Its: President and Secretary
 Address: 3417 W.Melrose St., #2
 Chicago, IL 60618

INDIVIDUALS:

 _____ x
 Volodymyr Avhustyn
 Address: 3417 W.Melrose St., #2
 Chicago, IL 60618

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SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION

BY: *Bohdan Watral*
Bohdan Watral – President

ATTEST *Tetiana A Laba*
Tetiana A Laba – Assistant Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, *Liliya Vilchyk*, Notary Public in and for said County in and for and residing in the said County, in the State aforesaid, do hereby certify that Volodymyr Avhustyn personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he/they signed, sealed, and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.
Given under my hand and official seal, this *24th* day of September, 2016.

[Signature]
NOTARY PUBLIC

My commission expires: *Feb 22, 2020*



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, *Liliya Vilchyk*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT BOHDAN WATRAL and TETIANA A LABA personally known to me and known by me to be the President and Assistant Secretary respectively of SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION, as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said Secretary as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this *24th* day of September, 2016.

[Signature]
NOTARY PUBLIC

My commission expires: *Feb. 22, 2020*



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EXHIBIT A

LOT 39 AND THE SOUTH ½ OF LOT 40 IN JAMESON'S SUBDIVISION OF BLOCK 21 IN SIMON'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13 35 420-009-0000

COMMONLY KNOWN AS 1633 N. ST. LOUIS STREET CHICAGO, IL 60647

Property of Cook County Clerk's Office