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Doc#: 2020913001 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 07/27/2020 09:11 AM Pg: 1 of 4

Prepared by and mail to:

Marty DeRoin
210 S. Clark St., Suite 2025
Chicago, Illinois 60603

10006081(2/3)
ACCOM ONLY - NO INS

LOAN MODIFICATION AGREEMENT

This **LOAN MODIFICATION AGREEMENT** ("Agreement") made and entered into this 20th day of February, 2020, by and between Simon Cruz, individually, and VIP Real Estate Ltd., an Illinois Corporation (collectively "Borrower"), and DNA Trading, LLC, an Illinois Limited Liability Company ("Lender"), amends and supplements the Junior Mortgage dated December 18, 2017, and recorded January 11th, 2018, as document number 1801108079, and modified by Loan Modification Agreement dated August 7, 2019 and recorded as document number 1922413282, in Cook County, Illinois, and the Note bearing the same date as, and secured by the Junior Mortgage, which covers real and personal property located at 2427 S. Kedzie Avenue, Chicago, Illinois 60623, and 2428 S. Troy Street, Chicago, Illinois 60623, and legally described as Exhibit "A" hereto.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary in the Note):

1. As of February 20, 2020, the amount payable under the Note is \$63,750.00 ("Unpaid Principal Balance"), consisting of the unpaid amount loaned to Borrower by Lender, plus any interest and other amounts, if any, advanced by Lender.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of twelve percent (12%), from February 20, 2020. Borrower promises to make monthly payments of principal and interest of \$637.50 to Lender, beginning on the 20th day of March, 2020, and continuing thereafter on the same day of each succeeding month until the

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principal and interest is paid in full; however, the final payment of principal and outstanding interest becomes due in full on the Maturity Date of August 20, 2020. The default rate on the Note and Junior Mortgage shall be amended to eighteen percent (18%) per annum.

3. Borrower agrees that all the terms and provisions of the Note and the Junior Mortgage specifically referenced herein shall be and remain in full force and effect, except as herein modified, and none of Borrower's obligations or liabilities under the Note and Junior mortgage shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies in the Note or Junior Mortgage, whether such rights and remedies arise there under or by operation of law. In addition, all rights of recourse to which Lender is entitled against any property or other persons in any way obligated for, or liable on, the Note and Junior Mortgage, are expressly reserved by Lender.

4. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part, of the Note or Junior Mortgage referenced herein.


5. All costs and expenses incurred by Lender in connection with this Agreement shall be paid by Borrower.

6. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed and delivered on February 20, 2020.



Simon Cruz - Individually



VIP Real Estate Ltd.
By: Simon Cruz, President

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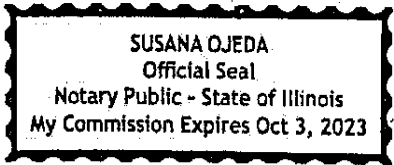
Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that *Simon Cruz and VIP Real Estate Ltd, by Simon^{*}*, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

**Cruz, President*

GIVEN under my hand and Notarial Seal February 13, 2020.



Susana Ojeda

Notary Public

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EXHIBIT "A"

PARCEL 1:

LOTS 28 AND 29 IN BLOCK 1 IN THE SUBDIVISION OF THE WEST 10 ACRES OF THE SOUTH 64 ACRES OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 83 FEET AND THE EAST 50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN BLOCK 1 IN ROBERT R. RASMUSSEN'S SUBDIVISION OF THE WEST 10 ACRES OF THE SOUTH 64 ACRES OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 83.00 FEET AND THE EAST 50.00 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Property address: 2427 South Kedzie Avenue, Chicago, IL 60623
Tax Number: 16-25-114-010

Property address: 2428 South Troy Street, Chicago, IL 60623
Tax Number: 16-25-114-033

Property of Cook County Clerk's Office