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FIRST AMENDMENT TO CONSTRUCTION LOAN NOTE; CONSTRUCTION LOAN MORTGAGE; ASSIGNMENT OF RENTS AND SECURITY AGREEMENT; AND RESIDENTIAL CONSTRUCTION LOAN AGREEMENT

This First Amendment to Construction Loan Note; Construction Loan Mortgage, Assignment of Rents and Security Agreement; and Residential Construction Loan Agreement (this "Amendment") is made as of January 14, 1991, by and between Terrence Conway and Judith Ann Neafsey, his wife (herein the "Borrower"); and Citibank, Federal Savings Bank, previously known as Citicorp Savings of Illinois, having an office at One South Dearborn Street, Chicago, Illinois, 60603 (herein, together with its successors and assigns, "Lender").

RECITALS

WHEREAS, Lender is the owner and holder of the following (collectively, the "Loan Documents"):

\$ 27.00

- a. Construction Loan Note dated May 2, 1990 in the principal amount of ONE HUNDRED FORTY FOUR THOUSAND DOLLARS (\$144,000.00) made by Borrower to the order of Lender (the "Note");
- b. Construction Loan Mortgage, Assignment of Rents and Security Agreement dated May 2, 1990 (the "Mortgage"), recorded June 12, 1990, in the Office of the Recorder of Cook County, Illinois, as Document No. 90277654, made and granted by Borrower to Lender to secure (among other things) the obligations of Borrower under the Note and under which Borrower mortgaged to Lender certain real estate described in Exhibit A attached hereto and commonly known as 2133-35 W. Cortez #2 and #3, Chicago, Illinois 60622;
- c. Residential Construction Loan Agreement (the "Loan Agreement"), dated May 2, 1990, made by and between the Borrower and Lender, to set forth the terms and conditions of the loan which is secured by the Note and Construction Loan Mortgage.

(The Note, the Construction Loan Mortgage and the Loan Agreement are hereinafter collectively referred to as the "Loan Documents").

WHEREAS, Borrower has requested that Lender advance to the Borrower the additional principal sum of \$64,000.00, thereby increasing the principal amount outstanding under the Note to \$208,000.00; and

WHEREAS, Lender has agreed to advance to Borrower the additional principal sum of \$64,000.00, subject to the execution and delivery of this Amendment, Borrowers acceptance of the Revised Commitment dated January 15, 1991, and the satisfaction of certain other conditions;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid to the Borrower, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and in consideration of the various agreements set herein, the parties do hereby agree as follows:

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COOK COUNTY, ILLINOIS

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1. Amendment of Note: The Note is hereby amended as follows:
 - a. The principal amount of the Note, as set forth on the first page of the Note both in and above the first paragraph of the Note, shall be and hereby is changed from \$144,000.00 to \$208,000.00.
 - b. All references in the Note to the "Mortgage" shall be deemed to mean the Mortgage as modified and amended by this Amendment and as it may be further amended, modified or restated from time to time hereafter, together with any and all substitutions and replacements therefor.
 - c. All references in the Note to the "Construction Loan Agreement" shall be deemed to mean the Loan Agreement as modified and amended by this Amendment and as it may be further amended, modified, or restated from time to time hereafter, together with any and all substitutions and replacements therefor.

2. Amendment of Mortgage. The Mortgage is hereby amended as follows:
 - a. On page 1, in the second and third lines of the second paragraph, the reference to the principal sum of indebtedness under the Note as "ONE HUNDRED FORTY FOUR THOUSAND AND 00/100 (\$144,000.00)" is deleted and replaced with the following: "TWO HUNDRED EIGHT THOUSAND AND 00/100 (\$208,000.00)".
 - b. All references in the Mortgage to the "Note" shall be deemed to mean the Note as modified and amended by this Amendment and as it may be further amended, modified or restated from time to time hereafter, together with any and all substitutions and replacements therefor.
 - c. All references in the Mortgage to the "Construction Loan Agreement" shall be deemed to mean the Loan Agreement as modified and amended by this amendment and as it may be further amended, modified, or restated from time to time hereafter, together with any and all substitutions and replacements therefor.

3. Amendment of the Loan Agreement. The Loan Agreement is hereby amended as follows:
 - a. On Exhibit A, the reference to the principal amount of the loan as, "\$144,000.00" is deleted and replaced with the following: "\$208,000.00".
 - b. On Exhibit A, the reference to the commitment fee as, "\$2,520.00" is deleted and replaced with the following: "\$3,640.00".
 - c. On Exhibit B, the reference to the project costs and sources is hereby revised as follows:

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Costs

Acquisition	\$ 93,000
Construction	123,852
Construction Contingency	12,385
Appraisal	300
Title, Escrow	900
CBI Loan Fee	3,640
CBI/Inspector Architect	500
Construction Deposit	0
Permanent Loan Costs	350
Total Development Costs	<u>\$234,927</u>
	=====

<u>Sources</u>	<u>Construction Period</u>	<u>Permanent Period</u>
Borrower	\$ 26,927	\$ 26,927
Citicorp 1st Mortgage	208,000	208,000
Total Development Sources	<u>\$234,927</u>	<u>\$234,927</u>
	=====	=====

- d. All references in the Loan Agreement to the "Note" shall be deemed to mean the Note as modified and amended by this Amendment and as it may be further amended, modified or restated from time to time hereafter, together with any and all substitutions and replacements therefor.
- e. All references in the Loan Agreement to the "Mortgage" shall be deemed to mean the Mortgage as modified and amended by this Amendment and as it may be further amended, modified or restated from time to time hereafter, together with any and all substitutions and replacements therefor.

4. Reaffirmation. Except to the extent expressly amended by the provisions of the foregoing Sections 1-3, inclusive of this Amendment, the Loan Documents, and all of the provisions of each and all thereof, shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

5. Warranties. To induce the Lender to enter into this Amendment, the Borrower represents and warrants to the Lender that, as of the date hereof, there exists no event of default under any of the Loan Documents.

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IN WITNESS WHEREOF, the parties have hereto set their respective hands to this Amendment at Chicago, Illinois as of the day and year first above written.

Borrower:

Terrence Conway
Terrence Conway

Judith Ann Neafsey
Judith Ann Neafsey

Lender:

CITIBANK, FEDERAL SAVINGS BANK

By: Joseph K. Rebec

Name: JOSEPH K. REBEC

Title: Vice President

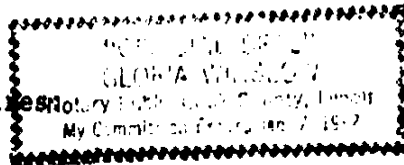
STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

X I Gloria Nicholson Winslow, a Notary Public in and for the County and State aforesaid, do hereby certify that TERRENCE CONWAY 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)(she) signed and delivered the said instrument as (his)(her) own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11 day of March, 1991
19



Notary Public

Gloria Winslow

My Commission Expires

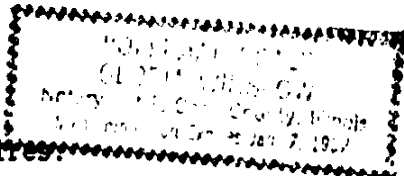
STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

X I Gloria N. Winslow, a Notary Public in and for the County and State aforesaid, do hereby certify that JUDITH ANN NEAFSEY 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)(she) signed and delivered the said instrument as (his)(her) own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11 day of March, 1991
19



Notary Public

Gloria Winslow

My Commission Expires

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OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY

STATE OF ILLINOIS

IN RE: [Illegible Case Name]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

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EXHIBIT A

UNITS 2133-2 AND 2133-3 AND 2135-3 IN THE 2133-35 WEST CORTEZ CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 3 IN RESUBDIVISION OF LOT 16 TO 26, BOTH INCLUSIVE, (EXCEPT THE EAST 6 FEET OF LOT 16) IN SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN SUFFERN'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24658841 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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This document was prepared
by and should be returned to:

Cheryl Doman
Citibank
One South Dearborn, Room 1440
Chicago, IL 60603

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COOK COUNTY CLERK'S OFFICE
11/11/11