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MERCURY TITLE COMPANY, LLC.

**MODIFICATION TO PROMISSORY NOTE AND
CONSTRUCTION MORTGAGE**

THIS INSTRUMENT, made this 14th day of May, 1998, by and between LaSalle Bank, FSB, hereafter called "Lender", and J. P. Stellas Properties, Inc. whose address is 561 W. Diversey Parkway, Chicago, Illinois ("Mortgagor") and James P. Stellas (the "Guarantor").

WHEREAS, Mortgagor executed a certain Construction Mortgage (the "Mortgage") to Lender which was duly recorded April 28, 1998 in the Office of the Recorder of Deeds of Cook County, as Document No. 98341805, and which Mortgage created a mortgage lien against the property, legally described on Exhibit "A", attached hereto and made a part hereof, and hereafter called the Property.

WHEREAS, Mortgagor, J. P. Stellas Properties, Inc., executed a certain Promissory Note (the "Note"), which was in the original amount of \$250,000.00 and provided, in part, that the final payment of accrued interest at the Interest Rate and all unpaid principal evidenced hereby and all other terms then due to the Lender or holder thereof shall be paid on November 1, 1998 (the "Due Date").

WHEREAS, Mortgagor, also executed an Assignment of Rents (the "A of R"), a Construction Loan Agreement, Subordination of Mortgage Agreement and James P. Stellas executed a Commercial Guaranty (the "Guaranty"), collectively (the "Loan Documents").

WHEREAS, the parties desire to amend and modify said Note and Mortgage and extend the Due Date.

WHEREFORE, for and in consideration of the sum of Ten and 00/100th (\$10.00) Dollars and other good and valuable consideration in hand paid, including but not limited to, the modifications to be made hereby, it is hereby agreed as follows:

1. The exordium and recitals above stated are incorporated herein as if restated herein.

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2. The parties agree to modify the Note and Mortgage in the following manner:
 - a. The parties hereby agree to increase the Note to the principal amount not to exceed **FOUR HUNDRED NINETY THOUSAND DOLLARS (\$490,000.00)**.
 - b. The parties hereby agree to extend the Due Date of the Note to **February 1, 1999**.
 - c. The Mortgagor, J. P. Stellas Properties, Inc., has executed a Mortgage of even date herewith on the real estate commonly known as 2658 West Montrose, Chicago, IL 60618 (the "Montrose Mortgage").
 - d. Interest shall be calculated monthly on the principal balance outstanding at an annual rate equal to the LaSalle National Bank Prime Commercial Interest Rate as published from time to time, plus one percent (1.0%). The default rate shall be six PERCENT Cent (6.0%) over the Interest Rate.
 - e. A breach of any covenant contained in this mortgage is also a breach of the covenants contained in the Mortgage securing the property commonly known as 5248 N. Winthrop, Chicago, IL, as more fully described on Exhibit "A" attached hereto and made a part hereof.
 - f. The amount outstanding on the Note is \$90,275.00.
3. All of the other Loan Documents are hereby amended to conform to the terms hereof.
4. Mortgagor agrees to pay the increased principal sum secured by the Mortgage as and when provided, as hereby extended, and to pay interest thereon, at the Interest Rate stated above, until the Due Date and interest after maturity at the default rate stated above in the coin or currency provided or in the mortgage or, at such banking house or trust company in the City of Chicago as the holder or holders of the Note or may from time to time in writing appoint, and in default of such appointment then at 8303 W. Higgins, 6th Floor, Chicago, Illinois.
5. The Mortgage shall continue to secure said indebtedness, as hereby extended and modified.
6. If any part of said indebtedness or interest thereon be not paid or if any default be made by Mortgagor, the Guarantor, or any one or more of them, then Lender may enforce all of its rights, including but not limited to, those under the terms of the Note, Mortgage, or any other Loan Documents, at Law or in Equity.

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7. This agreement is supplementary to said Mortgage and Note. All the provisions thereof and of the Note or notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Note, shall remain in full force and effect except as herein expressly modified. The Mortgagor agrees to perform all the covenants of the grantor or grantors in said Mortgage. The provisions of this indenture shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Mortgagor. The Mortgagor hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the mortgagor and beneficiaries consist of two or more persons, their liability hereunder shall be joint and several.

8. All of the other terms and provisions of the Note, Mortgage, A of R, Subordination, Guaranty and the Loan Documents shall remain in full force and effect and shall not be altered, changed or amended by this or any other agreement. Mortgagor acknowledges that no other promises or agreements except as herein stated were made between them and Lender.

9. This Agreement is made and entered in the State of Illinois, County of Cook, and shall be interpreted pursuant to the laws of the State of Illinois.

IN WITNESS WHEREOF, the Mortgagor executed this Modification to Promissory Note and Construction Mortgage the day and year first above written.

MORTGAGOR:

J. P. Stellas Properties, Inc.

By: [Signature]
James P. Stellas, President

GUARANTOR:

By: [Signature]
James P. Stellas, individually



Prepared by and return to:
LA SALLE BANK FSB
ATTN: PATRICIA A. JOHNSON
8303 W. HIGGINS ROAD
CHICAGO, ILLINOIS 60631

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LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL 1:

LOT 3 IN BLOCK 10 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-08-210-010-0000.

C/K/A: 5248 N. WINTHROP, CHICAGO IL 60640

PARCEL 2:

LOTS 84 AND 85 IN BLOCK 29 IN THE FIRST ADDITION TO RAVENSWOOD MANOR, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-13-229-030-0000.

C/K/A: 2658 W. MONTROSE, CHICAGO IL 60618

10/11/2010 10:10:10 AM

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MORTGAGOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James P. Stellas, President of J. P. Stellas Properties, Inc., known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said Corporation.

Given under my hand and Notary Seal this 7th day of May, 1998.


Notary Public



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GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS.

COUNTY OF Cook)

I HEREBY CERTIFY that on this 7th day of May, 1998, before me personally appeared James P. Hillier, known to me to be the same person who signed the foregoing instrument as his free act and deed for the use and purpose therein mentioned

WITNESS my signature and official seal at City of Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.



[Signature]
Notary Public

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