

98-1223

MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS INDENTURE, made this 28th day of September, 1998, by and between LaSalle Bank, FSB fka LaSalle Cragin Bank, FSB, hereafter called "Lender", and Fillmore Development, LLC, an Illinois limited liability company, (the "Mortgagor", "Borrower" or the "Company").

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WHEREAS, Mortgagor executed a certain Mortgage, "The Mortgage", dated July 24, 1998 to Lender which was duly recorded August 7, 1998 in the Office of the Recorder of Deeds of Cook County, as Document No. 98-695169 and which Mortgage created a junior mortgage lien against the property, legally described on Exhibit "A" attached hereto and made a part hereof, and hereafter called the Property.

WHEREAS, Mortgagor, Fillmore Development, LLC, executed a certain Promissory Note ("the Note"), which was in the original amount of \$800,000.00 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 October 22, 1998 (the "Due Date").

WHEREAS, Mortgagor, also executed an Assignment of Rents and Leases (the "A of R") and also executed a Guaranty of Payment (the "G of P"), collectively (the "Loan Documents").

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

WHEREFORE, for and in consideration of the sum of Ten and 00/100ths (\$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.
2. The parties agree to modify the Note and Mortgage in the following manner:
 - a. Interest shall remain the same. The default rate shall be Five Per Cent (5.00%) over the Note rate.

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c. 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, see Exhibit A, attached hereto and made a part hereof.

d. In accordance with the Loan Agreement, the Mortgage is hereby amended such that it now also covers and the Mortgaged Premises now include the real estate described in Exhibit "B" attached hereto; and the Loan Documents, including without limitation that certain Assignment of Rents and Leases dated and recorded concurrent with the Mortgage as Document No. 98695170, are each hereby incorporated herein by reference and hereby amended to cover, or to reflect the inclusion of, said real estate as additional collateral for the Loan.

3. All of the other Loan Documents are hereby amended to conform to the terms hereof.

4. Mortgagor agrees to pay the 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 Guarantors, 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.

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, G of P 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

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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 and Extension Agreement the day and year first above written.

Fillmore Development, LLC, an Illinois limited liability company

Member: Thrush Fillmore, Inc., an Illinois corporation

By: [Signature]
Its: Treasurer

[Signature]
George Thrush

Member: New West Group, an Illinois corporation

By: [Signature]
Its: pres

[Signature]
Richard H. Lillie, Jr.

[Signature]
William J. Wolk

[Signature]
Theodore C. Mazola

[Signature]
August P. Mauro

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 18th day of September, 1998, before me personally appeared George H. Thush, to me known to be the same person(s) 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 Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.



Elizabeth L. O'Loughlin
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 18th day of September, 1998, before me personally appeared Richard J. Dillie Jr, to me known to be the same person(s) 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 Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.



Elizabeth L. O'Loughlin
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 18th day of September, 1998, before me personally appeared William J. Walk, to me known to be the same person(s) 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 Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.



Elizabeth L. O'Loughlin
Notary Public

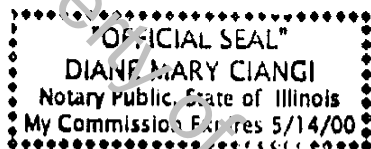
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 22nd day of September, 1998, before me personally appeared THEODORE C MAZOLA, to me known to be the same person(s) 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 Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

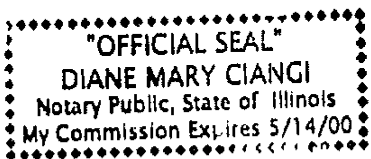


Diane Mary Ciangi
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 22nd day of September, 1998, before me personally appeared AUGUST P. MAROU, to me known to be the same person(s) 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 Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.



Diane Mary Ciangi
Notary Public

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STATE OF ILLINOIS)

COUNTY OF Cook) SS:

I, Diane Mary Ciangi, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Greg Teague, who is personally known to me to be the Member of THRUSH FILLMORE, INC., an Illinois corporation, as Member of FILLMORE DEVELOPMENT, LLC and Reedie Masala, who is personally known to me to be the President of NEW WEST GROUP, INC., an Illinois corporation, as Member of FILLMORE DEVELOPMENT, LLC, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Member and President they signed and delivered the said instrument pursuant to authority, as their free and voluntary act, and as the free and voluntary act and deed of said corporations as members of FILLMORE DEVELOPMENT, LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

1998 GIVEN under my hand and notarial seal this 20th day of September

Diane Mary Ciangi
Notary Public

My Commission Expires:



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NOTARY PUBLIC
DIANE BARRY
Cook County, Illinois

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 5 IN BLOCK 2 IN THE SUBDIVISION OF OUTLOT 47 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOTS 25, 26, 27 AND 28 IN BLOCK 1 IN SUBDIVISION OF OUTLOT 47 IN CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 AND EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOTS 29 AND 30 IN BLOCK 1 IN SUBDIVISION OF OUTLOT 47 IN CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 AND EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 31, 32, 33, 34, 35, 36, 37, 38, AND 39 IN BLOCK 1 IN SUBDIVISION OF OUTLOT 47 IN CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 AND EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 35, 36, 37, 38, 39 AND 40 IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 42 IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 44 IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT "B"

LOT 10 IN SUB BLOCK 2 OF BLOCK 47 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-17-329-014

Commonly Known as: 1335 W. Fillmore
Chicago, Il.

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Handwritten:
307 N. Roosevelt
Chicago, Ill 60602
#3910

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