

**FIRST AMENDMENT TO
MORTGAGE NOTE AND OTHER LOAN DOCUMENTS**

THIS FIRST AMENDMENT TO MORTGAGE NOTE AND OTHER LOAN DOCUMENTS is entered into as of the 1st day of April, 1991, by and among COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated October 25, 1990 and known as Trust No. 3551 (the "Trust"), its sole beneficiary, FIVE STAR PLAZA, an Illinois general partnership (the "Beneficiary") and TONY MILAZZO, ROSA MILAZZO, JOSEPH PECORARO, ROSALIA PECORARO, GASPARE SAVARINO, IDA SAVARINO, CHARLES MOOLAY, JOSEPHINE MOOLAY, VINCENZO SPANO, and ROSA SPANO, (hereinafter collectively referred to as the "Guarantors") and COLUMBIA NATIONAL BANK OF CHICAGO ("Mortgagee").

R E C I T A L S

A. The Trust is justly indebted to Mortgagee in the principal sum of \$375,000.00 evidenced by a certain mortgage note (the "Note") dated November 1, 1990, made by the Trust and payable to the order of and delivered to Mortgagee.

B. The Note evidences proceeds of a loan (the "Loan") to be disbursed by Mortgagee to the Trust pursuant to the terms and provisions of a certain construction loan agreement dated as of November 1, 1990 (the "Loan Agreement") among the Trust, Beneficiary and Mortgagee.

C. The Note is secured, among other things, by the following (collectively, together, with the Loan Agreement hereinafter referred to as the "Loan Documents"):

- i. Mortgage and Security Agreement dated November 1, 1990, made by the Trust in favor of Mortgagee and filed in the Office of the Registrar of Titles as Document LR3927610 (the "Mortgage") encumbering property legally described on Exhibit "A" attached hereto and made a part hereof;
- ii. Assignment of Rents and of Lessor's Interest in Leases ("Assignment of Rents") dated November 1, 1990, made by the Trust and Beneficiary to Mortgagee;
- iii. Collateral Assignment of Beneficial Interest and Security Agreement dated November 1, 1990, made by the Beneficiary to Mortgagee;
- iv. Borrower's Certificate dated as of November 1, 1990, made by Beneficiary to Mortgagee;

*Legal follows Inty
Note re indemnified*

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The following paragraph shall be added to numbered paragraph 4 of the Note: "The Trust shall have the option, upon giving written notice together with a check in the amount of one-half percent of the then current principal balance ("Extension Notice") to Mortgagee at least 180 days prior to the Maturity Date, to extend the Maturity Date for an additional 60 months, upon the terms hereinafter provided. Mortgagee, in its sole and absolute discretion, may elect to increase the interest rate on the then-outstanding principal balance hereof during the 60 month extension period (the "Extension Period"), provided, however, the interest rate may not be increased to a rate greater than the lesser of (i) 4 percentage points higher than the effective or yield rate then applicable to United States Government Treasury Notes maturing approximately three years subsequent to the original Maturity Date; and (ii) 14 percent per annum. If the interest rate is increased, the monthly installments will be increased accordingly based on the original amortization schedule of 15 years. Within 30 days after receipt of the

The first sentence of numbered paragraph 3 of the Note is hereby deleted in its entirety and replaced by the following sentence: "If the completion date has occurred prior to May 1, 1991, then from and after such completion date payments of principal and interest shall be due and payable in monthly installments of \$4,029.80 beginning on the first day of the month following such completion date, with interest at the rate of 10 percent per annum, with a final installment of principal and interest due and payable as provided in paragraph (4) below".

1. The note is hereby amended as follows:
 - a. The first sentence of numbered paragraph 3 of the Note is hereby deleted in its entirety and replaced by the following sentence: "If the completion date has occurred prior to May 1, 1991, then from and after such completion date payments of principal and interest shall be due and payable in monthly installments of \$4,029.80 beginning on the first day of the month following such completion date, with interest at the rate of 10 percent per annum, with a final installment of principal and interest due and payable as provided in paragraph (4) below".
 - b. The following paragraph shall be added to numbered paragraph 4 of the Note: "The Trust shall have the option, upon giving written notice together with a check in the amount of one-half percent of the then current principal balance ("Extension Notice") to Mortgagee at least 180 days prior to the Maturity Date, to extend the Maturity Date for an additional 60 months, upon the terms hereinafter provided. Mortgagee, in its sole and absolute discretion, may elect to increase the interest rate on the then-outstanding principal balance hereof during the 60 month extension period (the "Extension Period"), provided, however, the interest rate may not be increased to a rate greater than the lesser of (i) 4 percentage points higher than the effective or yield rate then applicable to United States Government Treasury Notes maturing approximately three years subsequent to the original Maturity Date; and (ii) 14 percent per annum. If the interest rate is increased, the monthly installments will be increased accordingly based on the original amortization schedule of 15 years. Within 30 days after receipt of the
2. NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust, Beneficiary, Guarantors and Mortgagee agree as follows:
 - v. Environmental Indemnity Agreement dated as of November 1, 1990, made by the Guarantors to Mortgagee; and
 - vi. Guaranty agreements of the Guarantors dated as of November 1, 1990 to Mortgagee.
3. The Trust and the Beneficiary have requested that Mortgagee consent to changing some of the terms and provisions of the Note as hereinafter provided, and Mortgagee has agreed to such changes subject to the terms and conditions contained in this First Amendment.

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J. This First Amendment is executed by Columbia National Bank of Chicago, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this First Amendment shall be construed as creating any personal liability on said Trustee.

I. Except as expressly provided herein, the Note and Loan Documents shall remain in full force and effect in accordance with their respective terms.

H. This First Amendment shall be binding on the Trust, the Beneficiary and the Guarantors, and their respective heirs, legatees, legal representatives, successors and assigns.

G. The Trust, Beneficiary and Guarantors hereby ratify and confirm their respective obligations and liabilities under the Note and Loan Documents, as hereby amended, and the liens and security interests created thereby, and acknowledge that they have no defenses, claims, or set-offs against the enforcement of the Mortgage of the respective obligations and liabilities of the Trust, Beneficiary and Guarantors under the Note and Loan Documents, as so amended.

F. All references to the "Note" contained in the Loan Documents shall be deemed to refer to the Note, as hereby amended.

E. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby amended.

Extension Notice, Mortgages shall send Trust notice of the interest rate applicable to the Extension period. The Trust shall have the right to withdraw its election to extend the Maturity Date of the Note by sending written notice thereof to Mortgages within 30 days after receipt of Mortgages' election to select a new interest rate, in which event the extension fee shall be promptly returned to Trust. If the Trust fails to timely withdraw its election to extend, such failure to withdraw shall be deemed an election by the Trust to extend the term of the Note as aforesaid. If the Maturity Date is extended as herein provided, the Trust, Beneficiary and Guarantors agree that prior to the commencement of the Extension Term, they shall each promptly execute such instruments as Mortgages may reasonably require to confirm and ratify the "Extension."

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Witness: Mary Daverna

Rosa Muzio
ROSA MIAZZO

Witness: Mary Daverna

Tony Miazzi
TONY MIAZZO

GUARANTORS:

Attest: Mary Daverna

By: [Signature]

FIVE STAR PLAZA, an Illinois gener-
al partnership

BENEFICIARY:

Attest: [Signature]

By: [Signature]

COLUMBIA NATIONAL BANK OF CHICAGO,
not personally, but solely as
Trustee as aforesaid

TRUSTEE:

IN WITNESS WHEREOF, this First Amendment has been entered
into as of the date first above written.

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Witness: Mary Dawson

JOSEPHINE MOILAY
Josephine Moilay

Witness: Mary Dawson

CHARLES MOILAY
Chas Moilay

Witness: Mary Dawson

ILIA SAVARINO
Ilia Savarino

Witness: Mary Dawson

GASPAR SAVARINO
Gaspar Savarino

Witness: Mary Dawson

ROSALIA PECORARO
Rosalie Pecoraro

Witness: Mary Dawson

JOSEPH PECORARO
Joseph Pecoraro

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MEMBER:

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Attest:

[Signature]

BY:

[Signature]
COLUMBIA NATIONAL BANK OF CHICAGO

COLUMBIA NATIONAL BANK OF CHICAGO

MORTGAGEE:

Witness:

[Signature]

ROSA SPANO

[Signature]

Witness:

[Signature]

VINCENZO SPANO

[Signature]

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Property of Cook County Clerk's Office

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RECEIVED:

DATE:

COUNTY CLERK OF CHICAGO

COMMISSIONER:

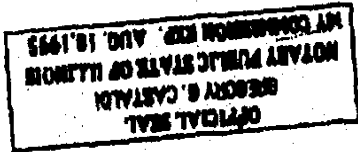
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My Commission Expires: 8/18/93

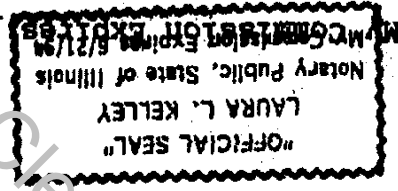
Notary Public
[Signature]

Given under my hand and notarial seal this 30th day of April, 1991.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT TONY MILAZZO, ROSA MILAZZO, JOSEPH PECORARO, ROSALIA PECORARO, GASTARE SAVARINO, IDA SAVARINO, CHARLES MOOLAY, JOSEPHINE MOOLAY, VINCENZO SPANO, and ROSA SPANO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, personally appeared before me this day and of their own free will, sub- scribed their names to the foregoing instrument for the uses and purposes therein contained.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS

Notary Public
[Signature]



Given under my hand and notarial seal this 6 day of April, 1991.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT PHILIP J. WITWIGSKI of Columbia Na- tional Bank of Chicago, as Trustee under Trust No. 3551, an Illi- nois corporation, and HELEN M. HYRZ, secretary of said corpo- ration, and personally known to me 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 TRUST DEGREE and secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS

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COUNTY OF COOK
CLERK'S OFFICE

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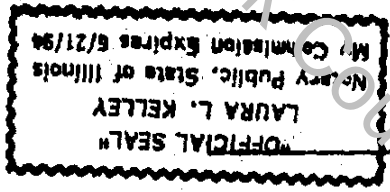
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NOV 11 1993

Bruce A. Salk
DI MONTE & LIZAK
1300 West Higgins Road
Suite 200
Park Ridge, Illinois 60068

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING, RETURN TO:

Property of Cook County Clerk's Office



My Commission Expires: _____
Notary Public
[Signature]

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas Dieke, Sr. President of Columbia National Bank of Chicago, an Illinois corporation, and Secretary of Castle Bank, Inc., Secretary of said corporation, and personally known to me 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 Secretaries and secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

My Given under my hand and notarial seal this 6 day of April, 1991.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

1300 WEST HIGHTWAY 6000
OF NORTH O TISAK
STATE OF ILLINOIS

AND VALUE RECORDING RECORDING
LATE ECONOMIC DEVELOPMENT

CHICAGO TITLE INS.
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COOK COUNTY CLERK'S OFFICE
JAN 21 1991

COOK COUNTY CLERK'S OFFICE
STATE OF ILLINOIS

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ADDRESS: 4950 North Cumberland Avenue
Norridge, Illinois

PIN: 12-11-305-021;022;023;024;025;026

LOTS 1, 2, 3, 4, 5, AND 6 IN BLOCK 1 IN CUMBERLAND AND LAWRENCE,
BEING GEORGE GAUNTLET'S SUBDIVISION OF THE SOUTHEAST QUARTER OF
THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "A"

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ADDRESS: 1000 HONOR SOCIETY AVENUE
MOLLYDALE, ILLINOIS

DATE: 10-11-2009-05:10:10:00:00:00

THIS IS A COPY OF THE RECORDS OF THE CLERK OF THE COURT IN COOK COUNTY, ILLINOIS, FOR THE
PURPOSE OF THE RECORDS OF THE CLERK OF THE COURT IN COOK COUNTY, ILLINOIS, FOR THE
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EXHIBIT 1000