

Prepared by and after recording
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2003-02-10 11:58:41
Cook County Recorder 34.50

Drew S. Reiferson, Esquire
Troutman Sanders, LLP
P. O. Box 1122
Richmond, Virginia 23219



Fisher Building

**FIRST AMENDMENT TO
MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND
SECURITY AGREEMENT**

CC 201473 AWB

THIS FIRST AMENDMENT TO MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "Amendment") is made as of the 31st day of January, 2003, by and between **343 SOUTH DEARBORN II, L.L.C.**, an Illinois limited liability company ("**Borrower**") and **FANNIE MAE**, whose address c/o Prudential Multifamily Mortgage, Inc., 8401 Greensboro Drive, 2nd Floor, McLean, Virginia 22102 ("**Fannie Mae**").

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Recitals

A. Prudential Multifamily Mortgage, Inc., a Delaware corporation ("**Original Lender**") made a loan to Borrower in the original principal amount of \$19,576,000.00 (the "**Loan**") as evidenced by an Adjustable Rate Multifamily Note dated as of December 27, 2001 made by Borrower, as amended by that certain Adjustable Rate Multifamily Note Modification Agreement dated of even date herewith (as amended, the "**Note**"), which Note is currently owned and held by Fannie Mae and secured by the Multifamily Mortgage, Assignment of Rents and Security Agreement (the "**Security Instrument**") dated as of December 27, 2001 and recorded on December 31, 2001 in the Recorder's Office of Cook County, Illinois (the "**Recorder's Office**") as Instrument Number 0011244155, Official Records creating a first priority lien on that property more particularly described on Exhibit A attached hereto (the "**Property**").

B. Original Lender endorsed the Note to the order of Fannie Mae and by the Assignment of Security Instrument dated December 27, 2001 and recorded on December 31, 2001 in the Recorder's Office as Instrument Number 0011244158, Official Records, sold, assigned and transferred all right, title and interest of the Original Lender in and to the Loan Documents to Fannie Mae. The Original Lender services the Loan.

C. Borrower desires to extend the maturity date of the loan from January 1, 2012 to February 1, 2013. In connection therewith, Fannie Mae requires that Borrower execute and deliver this Amendment.

NOW, THEREFORE, in consideration for the mutual covenants and consideration herein described, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Fannie Mae agree as follows:

Agreement

1. **Borrower Covenants.** Borrower covenants, promises and agrees that Borrower is bound by all terms, conditions, provisions, and covenants of the Loan Documents. Borrower agrees

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that the Loan Documents, as modified hereby, are and will be and remain in full force and effect, enforceable against Borrower in accordance with their terms and conditions. The Property will remain subject to the lien, charge and encumbrance of the Security Instrument.

2. **Amendment to Security Instrument.** The Security Instrument is hereby amended to revise the Maturity Date of the Loan in paragraph 2 on page 1 from January 1, 2012 to February 1, 2013.

4. **Miscellaneous.**

a) This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

b) This Amendment shall be construed in accordance with the laws of the jurisdiction in which the Property is located.

c) This Amendment may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Borrower and Fannie Mae hereby execute this Amendment on the date and year first written above.

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BORROWER:

343 SOUTH DEARBORN II, L.L.C., an Illinois limited liability company

By: 343 South Dearborn I, L.L.C., an Illinois limited liability company, its Managing Member

By: _____
Jonathan Holtzman
Managing Member

STATE OF Michigan)
CITY/COUNTY OF Oakland) to-wit:

The foregoing instrument was acknowledged before me this 31st day of January, 2003 by Jonathan Holtzman, a managing member of, 343 South Dearborn I, L.L.C., an Illinois limited liability company, the manager of 343 South Dearborn II, L.L.C., an Illinois limited liability company, on behalf of the limited liability company.

(NOTARIAL SEAL)

CHERYL L. MRRICK
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES Nov 21, 2008

Notary Public
ACTING IN OAKLAND COUNTY

My commission expires: 11/21/08

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FANNIE MAE

By: Doug Higgs
Name: Douglas Higgs
Title: Assistant Vice President

District of Columbia
STATE OF _____)

) to-wit:

CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this 31 day of January, 2003 by Douglas Niggs, Asst. Vice Pres. of, Fannie Mae, on behalf of the organization.

(NOTARIAL SEAL)

Norman D. Paulikow
Notary Public

My commission expires: 9/30/05

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EXHIBIT A

Legal Description

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LEGAL DESCRIPTION:

LOTS 18, 19 AND 24 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR DEARBORN STREET) IN GEORGE W. SNOW'S SUBDIVISION OF BLOCK 139 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO.: 17-16-234-005 (AFFECTS LOT 18)
TAX NO.: 17-16-234-006 (AFFECTS LOTS 19 AND 24)

ADDRESS: 343 SOUTH DEARBORN
CHICAGO, ILLINOIS

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11/11/2024

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