

MTC 2055055/2004 BK  
THIS INSTRUMENT PREPARED BY:  
AND RECORD AND RETURN TO:

Alvin J. Helfgot  
Deutsch, Levy & Engel, Chtd.  
225 W. Washington Street  
Suite 1700  
Chicago, IL 60606  
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Doc#: 0411135137  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 04/20/2004 10:29 AM Pg: 1 of 8

ADDRESS OF PROPERTIES:

643 West Barry  
Units 1B, 2B and 2C  
Chicago, Illinois

For Recorder's Use Only

PIN No.: 14-28-107-018-0000

**THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES**

THIS THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES ("Amendment"), is dated as of the 19th day of April, 2004, by and between ART-MAN INVESTMENTS LLC, an Illinois limited liability company ("Mortgagor") and THE PRIVATEBANK AND TRUST COMPANY ("Mortgagee").

**RECITALS**

WHEREAS, pursuant to a Loan Agreement dated November 1, 2002 by and among Mortgagee, Mortgagor and the members of Mortgagor (the "Guarantors"), Mortgagee provided an \$800,000.00 revolving line of credit (the "Loan") to Mortgagor evidenced by a Revolving Line of Credit Note payable to Mortgagee dated November 1, 2002 in the maximum principal amount of \$800,000.00 (the "Note"); and

WHEREAS, pursuant to an Amendment to Loan Agreement dated as of March 3, 2003, the Loan was increased to \$1,500,000.00, as evidenced by a \$1,500,000.00 Amended and Restated Promissory Note; and

WHEREAS, pursuant to a Second Amendment to Loan Agreement and Other Agreements dated as of December 4, 2003, the Loan was increased to \$1,533,350.00, as evidenced by a \$1,533,350.00 Second Amended and Restated Promissory Note; and

M.G.R. TITLE

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WHEREAS, the Note as amended and restated is secured by a certain Mortgage, Security Agreement and Assignment of Rents and Leases dated November 1, 2002 executed by Mortgagor in favor of Mortgagee, and recorded with the Cook County Recorder (the "Recorder") on November 5, 2002 as Document No. 0021217979, as amended by an Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases dated as of March 3, 2003 and recorded with the Recorder on March 6, 2003 as Document No. 0030311851 (the "Mortgage"), and further amended by a Second Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases dated as of December 4, 2003 and recorded with the Recorder on \_\_\_\_\_, 200\_\_\_\_, as Document No. \_\_\_\_\_, which Mortgage encumbers certain real estate located in Chicago, Cook County, Illinois (the "Mortgaged Premises"); and

WHEREAS, Mortgagor has requested that Mortgagee increase the maximum principal indebtedness evidenced by the Note to \$2,000,000.00; and

WHEREAS, Mortgagee is willing to increase the Loan to \$2,000,000.00, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that the Mortgage is hereby amended as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Instruments.
2. The lien of the Mortgage is hereby amended to include the additional real estate described on Exhibit "A" which is attached hereto and made a part hereof.
3. The definition of the "Note" in the Mortgage is hereby amended to mean that certain \$2,000,000 Third Amended and Restated Revolving Line of Credit Note of even date herewith, which Note is payable on or before November 30, 2004.
4. The following is added as subparagraph l (j) to the Granting Clauses in the Mortgage:

"All rights and easements, appurtenant to the Land and Improvements, the rights and easements for the benefit of said property set forth in the Declaration of Condominium Ownership recorded December 16, 2003, as Document No. 0335031015, as amended from time to time, as though the

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provisions of said Declaration were recited and stipulated at length herein;"

5. Section 4.10 of the Mortgage is hereby amended to provide that the maximum liabilities secured by the Mortgage, other than costs and expenses incurred in connection herewith, to exceed \$4,000,000.00.

6. Exhibit B of the Mortgage is hereby amended to add the following Permitted Encumbrance:

"5. All rights, easements, covenants, conditions, restrictions and reservations contained in the Declaration of Condominium Ownership recorded December 16, 2003 as Document No. 0335031015, as amended from time to time."

7. Nothing herein contained shall impair the Mortgage in any way, nor alter, waive, annul, vary, nor affect any provision or condition therein contained except as expressly herein provided, nor affect or impair any right, power or remedy of Mortgagee. It is the intention of the parties hereto that the terms and provisions of the Mortgage shall continue in full force and effect except as expressly modified in connection herewith.

8. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Mortgagor, and no notice of any extension, change, modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

9. This Amendment shall be governed and construed in accordance with the laws of the State of Illinois.

10. This Amendment may be signed in one of more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ALL SIGNATURES ARE ON THE FOLLOWING PAGE**

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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

ART-MAN INVESTMENTS LLC, an Illinois limited liability company

By: 

Printed Name and Title: ART COLLAZO MEMBER

THE PRIVATEBANK AND TRUST COMPANY

By: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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STATE OF ILLINOIS    )  
   ) SS.  
 COUNTY OF COOK    )

I HEREBY CERTIFY that on this 19th day of April, 2004, before me personally appeared Arturo Collazo, Member  
   (Name)    (Title)

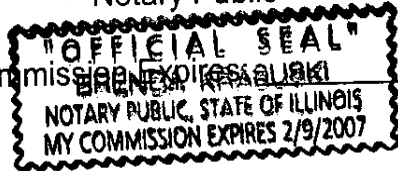
of Art-Man Investments LLC., an Illinois limited liability company, to me known to be the same person who signed the foregoing instrument as his free act and deed as such for the use and purpose therein mentioned, and that the said instrument is the act and deed of said limited liability company.

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

(NOTARY SEAL)

\_\_\_\_\_  
 Notary Public

My Commission Expires \_\_\_\_\_



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## EXHIBIT "A"

### Legal Description

UNIT 1B, 2B, 2C & P-8, 9, 10 IN THE BARRY COMMONS CONDOMINIUM AS  
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 35 IN OAK GROVE ADDITION TO CHICAGO IN THE WEST ½ OF THE  
NORTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY  
IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED ON  
DECEMBER 16, 2003 AS DOCUMENT 0335031015, TOGETHER WITH AN  
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

14-28-107-018-0000

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"MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM.

"THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

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