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THIS INSTRUMENT WAS
PREPARED BY, AND AFTER
RECORDING, RETURN TO:

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444 N. Michigan Avenue
Suite 2500
Chicago, Illinois 60611



Doc#: 0506816075
Eugene "Gene" Moore Fee: \$44.50
Cook County Recorder of Deeds
Date: 03/09/2005 10:00 AM Pg: 1 of 11

SECOND AMENDMENT TO NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS SECOND AMENDMENT TO NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS ("Amendment") is made and entered into as of the 25 day of February, 2005, by and among Hollywood Property, L.L.C., an Illinois limited liability company ("Beneficiary"), LaSalle Bank National Association, Successor Trustee to American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated February 1, 2000 and known as Trust Number 125655-03 ("Land Trustee", and together with Beneficiary hereinafter collectively referred to as "Borrower"), Shael Bellows, individually ("Guarantor") and JPMorgan Chase Bank, N.A., a national banking association, successor by merger to Bank One, NA (Main Office Chicago), f/k/a American National Bank and Trust Company of Chicago ("Lender").

RECITALS

A. As of the date hereof, Borrower is presently indebted to Lender in the principal sum of Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000.00) ("Loan"), which indebtedness is evidenced by that certain promissory note ("Note") dated as of February 29, 2000, executed by Borrower in the original principal amount of the Loan.

B. The Loan and Note are secured by, among other documents, the following (together with all other documents, including, without limitation, this Amendment, evidencing or securing the Loan, hereinafter collectively referred to as the "Loan Documents"):

(i) Mortgage dated February 29, 2000, executed by Land Trustee in favor of Lender and recorded in the Office of the Cook County Recorder of Deeds on April 13, 2000 ("Recorder's Office"), as Document No. 00259361 ("Mortgage");

(ii) Assignment of Leases and Rents dated February 29, 2000, executed by Borrower in favor of Lender and recorded in the Recorder's Office on April 13, 2000 as Document No. 00259362 ("Assignment of Rents");

(iii) Security Agreement dated February 29, 2000, by and among Beneficiary and Lender ("Security Agreement");

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(iv) UCC-1 Financing Statement and UCC-2 Financing Statements executed by each of Trustee and Beneficiary in favor of Lender ("UCC Financing Statements");

(v) Environmental Indemnity Agreement dated February 29, 2000, executed by Beneficiary and Guarantor in favor of Lender ("Environmental Agreement");

(vi) Assignment of Beneficial Interest for Collateral Purposes and Irrevocable Right to Approve Trust Documents dated February 28, 2000 ("ABI") executed by Borrower in favor of Lender;

(vii) Guaranty dated as of April 24, 2000, executed by Guarantor in favor of Lender ("Guaranty"); and

(viii) Amendment to Note, Mortgage and Other Loan Documents dated April 24, 2000 executed by each of Land Trustee, Beneficiary, Guarantor and Lender and recorded in the Recorder's Office on May 25, 2000 as Document No. 00380861 ("First Amendment").

C. The Mortgage, as amended by the First Amendment and as amended hereby, constitutes a valid lien on the real property described on Exhibit A attached hereto and made a part hereof ("Property").

D. Borrower has requested that Lender modify the Loan as provided in this Amendment.

E. Lender is willing to enter into this Amendment provided that: (a) the Loan Documents, and any and all modifications thereof, and the liens of any of the foregoing, as amended hereby, shall have the same validity, priority and effect against all of the real and personal property to which they apply and to the extent that said liens had immediately prior to the execution and delivery of this Amendment; (b) no such amendment or modification shall constitute a waiver by Lender of any default by Borrower or Guarantor under any of the Loan Documents; and (c) the Borrower and Guarantor comply with and fulfill all of their obligations and requirements set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantor and Lender hereby mutually agree as follows:

1. Incorporation by Reference. The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.

2. Modification of Note. The terms and provisions of the Note are hereby amended and modified as follows:

(a) In Section 1.6 of the Note, "February 1, 2005" is hereby deleted and replaced with "June 1, 2005."

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(b) All references to the term "Note" set forth in the Loan Documents are hereby amended to mean the Note, as amended by this Amendment.

3. Modification of Mortgage. The terms and provisions of the Mortgage are hereby amended and modified to provide that the Maturity Date of the Note, as secured by the Mortgage, is hereby extended until June 1, 2005.

4. Modification of Other Loan Documents. The terms and provisions of the other Loan Documents are hereby amended and modified in all other respects to give effect to the foregoing amendments and agreements.

5. Power and Authority; Organizational Documentation. Borrower hereby represents and warrants to Lender that Borrower has taken all respective company action necessary to enter into and authorize the execution and delivery of this Amendment and any other loan documents to be executed and delivered hereunder.

6. Reaffirmation of Note and other Loan Documents by Borrower. Borrower hereby acknowledges and reaffirms its respective obligations under the Note and the other Loan Documents and the indebtedness evidenced thereby, and acknowledges and agrees that such indebtedness is owing to the Lender and is enforceable against the Borrower in accordance with the terms of the Note and the other Loan Documents as modified, amended and extended by this Amendment, subject to no defenses, counterclaims, deductions or set-offs whatsoever. Nothing contained in this Amendment, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Borrower of its respective obligations to Lender, whether evidenced by the Note, the other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all the rights and remedies presently available to Lender under the Loan Documents for a breach of Borrower's obligations as required by the Note or the other Loan Documents as may exist at the time of the making of this Amendment.

7. Consent and Reaffirmation of the Guaranty. Guarantor has reviewed this Amendment and any and all other documents and instruments in connection therewith, hereby consents to the execution and delivery thereof, and agrees that Guarantor's liabilities and obligations under the Guaranty shall not in any manner be impaired, discharged or released by the execution and delivery of this Amendment or any other documents or instruments in connection therewith. Guarantor hereby reaffirms and acknowledges Guarantor's liability and obligation to Lender under the Guaranty as amended hereby. Guarantor hereby acknowledges and reaffirms its respective obligations under the Guaranty, the Loan Documents and the indebtedness evidenced thereby, and acknowledges and agrees that such indebtedness is owing to the Lender and is enforceable against the Guarantor in accordance with the terms of the Guaranty and the Loan Documents as modified, amended and extended by this Amendment, subject to no defenses, counterclaims, deductions or set-offs whatsoever. Nothing contained in this Amendment, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Guarantor and/or Borrower of their respective obligations to Lender, whether evidenced by the Note, the other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all the rights and remedies presently available to Lender under the

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Loan Documents for a breach of Borrower's obligations as required by the Note or the other Loan Documents as may exist at the time of the making of this Amendment.

8. Reaffirmation of Representations and Warranties. Borrower and Guarantor hereby acknowledge and reaffirm that all the representations and warranties of Borrower and Guarantor as stated in the Loan Documents are true and correct as of the date hereof.

9. Expenses. Borrower and Guarantor shall be jointly and severally responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, incurred by Lender in connection with the modification of the Loan Documents provided for in this Amendment, including, without limitation, attorneys' fees and costs and recording fees.

10. Intent of Parties. The parties expressly agree that the liens evidenced by the Loan Documents shall be in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Amendment, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Amendment and the documents and instruments executed and delivered pursuant to this Amendment, and shall survive and not be merged into the execution and delivery of this Amendment or any of the documents and instruments to be executed pursuant to this Amendment, without interruption; provided, however, that the respective liens shall be documented by, and all rights and privileges and obligations of the parties hereto, and the respective successors and assigns, shall be governed by the (i) Mortgage, as modified by this Amendment; (ii) Loan Documents, as modified by this Amendment; and (iii) all other documents and agreements executed in connection with the transactions described in this Amendment.

11. Release of Claims. Borrower and Guarantor acknowledge and agree that Lender has fulfilled any and all of Lender's obligations under the Loan Documents to date. Borrower and Guarantor hereby release and hold Lender harmless from and against any and all claims, actions, lawsuits, damages, costs and expenses whatsoever which Borrower and/or Guarantor may have had or currently may have against Lender in connection with or related to the Loan Documents or the Loan evidenced thereby.

12. No Third Party Beneficiaries. This Amendment is made and entered into for the sole protection and benefit of the Lender, Borrower and Guarantor, and no other person, entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

13. Conflicts. The provisions of this Amendment shall govern and control in the event of any conflict between this Amendment and the provisions of any of the Loan Documents.

14. Entire Agreement. Except as expressly set forth herein, this Amendment and the Loan Documents, as amended by this Amendment, constitute the entire agreement of the parties hereto with respect to the matters addressed herein, and supersede all prior or contemporaneous contracts, representations, statements and warranties, whether oral or written, with respect to such matters.

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15. Successors and Assigns; Assignability. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns; provided, however, that Borrower and Guarantor may not assign their rights under the Loan Documents or this Amendment.

16. Effect of Amendment. Except as specifically amended or modified by the terms of this Amendment, all terms and provisions of each of the Loan Documents shall remain in full force and effect. Lender's agreement to modify the Loan and the Loan Documents as set forth herein shall not be interpreted or construed as obligating Lender to make any future modifications to, or extensions of the Loan.

17. Governing Law. This Amendment shall be governed by and be construed in accordance with the internal laws of the State of Illinois.

18. Captions. The title of this Amendment and the headings of the various paragraphs of this Amendment have been inserted only for the purposes of convenience and are not part of this Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Amendment.

19. Attorneys' Fees, Costs and Expenses. In any action or proceeding arising out of this Amendment, Lender shall be entitled to recover from Borrower and Guarantor the reasonable attorneys' fees, court costs, filing fees, publication costs and other expenses incurred by the Lender in connection therewith.

20. Further Assurances. Borrower and the Guarantor agree to execute from time to time, any and all documents reasonably requested by the Lender to carry out the intent of the Loan Documents as modified by this Amendment.

21. Effective Date of This Amendment. The parties hereto acknowledge and agree that the terms and provisions of this Amendment shall be effective as of February 1, 2005.

22. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

[Signatures on next page]

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day first above written.

BORROWER:

LASALLE BANK NATIONAL ASSOCIATION, Successor Trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated February 1, 2000 and known as Trust Number 025655-03

By: [Signature]
Name: Harriet Denisevicz
Title: Trust Officer

HOLLYWOOD PROPERTY, L.L.C., an Illinois limited liability company

By: [Signature]
Name: MANAGING MEMBER
Title: SHAEL BELLOWS

LENDER:

JPMORGAN CHASE BANK, N.A., a national banking association, successor by merger to BANK ONE, NA (Main Office Chicago), f/k/a AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: [Signature]
Name: [Signature]
Title: Trust Vice President

GUARANTOR:

[Signature]
SHAEL BELLOWS, Individually

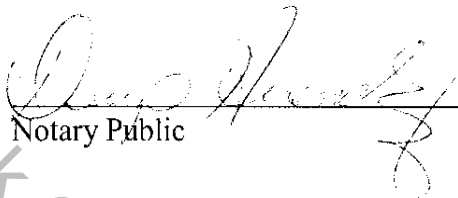
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it only and its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall be assumed by or be enforceable against the Trustee or its agents, employees, independent representatives, or agents, in connection with or arising out of the execution of this instrument.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

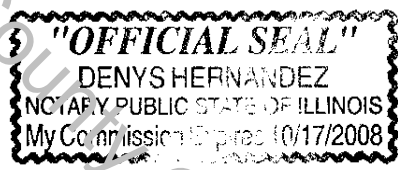
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY, that Harriet Denisewicz/^{Trust Officer}, personally known to me to be the
_____ of **LASALLE BANK NATIONAL ASSOCIATION Successor Trustee to
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally
but solely as Trustee under Trust Agreement dated February 1, 2000 and known as Trust Number
125655-03, personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that as such
_____ he/she delivered said instrument as the free and voluntary act and deed of said
national association, for the uses and purposes therein set forth.

Given under my hand and official seal this 25 day of February, 2005.



Notary Public

Commission expires: 10/17/08



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Shael Bellows personally known to me to be the Manager of HOLLYWOOD PROPERTY, L.L.C., an Illinois limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the _____ of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 21 day of February, 2005.



Melissa M. Abel.
Notary Public

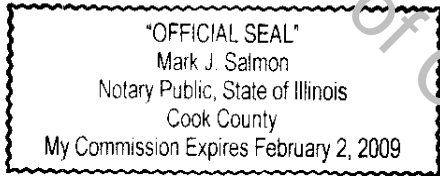
Commission expires: 06-29-08

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that James Atkinson, personally known to me to be the First VP of JPMORGAN CHASE BANK, N.A., a national banking association, successor by merger to BANK ONE, NA (Main Office Chicago), f/k/a American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer he/she signed and delivered the said instrument, as his/her free and voluntary act, and as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

Given under my hand and official seal this 25th day of February 2005.



[Signature]
Notary Public

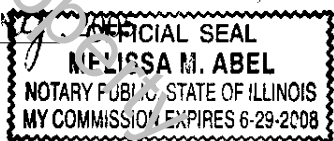
Commission expires: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that SHAEL BELLOWS personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 21 day of February



Melissa M. Abel
Notary Public

My commission expires: 06-29-08

Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

LOT 10, 11 AND 12 IN BLOCK 5 IN COCHRAN'S ADDITION TO EDGEWATER, SAID ADDITION BEING A SUBDIVISION OF THE SOUTH 1946 OF THE WEST 1320 FEET OF THE EAST FRACTIONAL $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identification Number: 14-05-405-024-0000

Common Address: 1040 West Hollywood, Chicago, Illinois

649656_3.DOC

Property of Cook County Clerk's Office