

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY

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13-33-319-028-0000

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Cook County Recorder of Deeds  
Date: 04/14/2006 11:24 AM Pg: 1 of 4

## SECOND AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING AND OTHER LOAN DOCUMENTS

This Second Amendment to Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing is made as of the 29 day of March, 2006 by and between **NORTH AUSTIN DEVELOPMENT GROUP LLC**, an Illinois limited liability company ("**Borrower**") and **MB FINANCIAL BANK, N.A.**, a national banking association ("**Lender**").

### RECITALS

A. Lender made a loan to Borrower in September, 2004 in the amount of Three Million Nine Hundred Eighty Thousand and NO/100 Dollars (\$3,980,000.00) (the "**Loan**").

B. The Loan is evidenced by that certain Promissory Note dated September 7, 2004 from Borrower to Lender in the amount of the Loan (the "**Note**") and is secured by various security documents, including but not limited to (a) a Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Borrower to Lender dated September 7, 2004 and recorded October 21, 2004 in the office of the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**") as document no. 0429505268 (the "**Mortgage**") affecting the property legally described on Exhibit A attached hereto (the "**Property**"); (b) an Assignment of Rents and Leases from Borrower to Lender dated September 7, 2004 and recorded October 21, 2004 in the Recorder's Office as document no. 0429505269 (the "**Assignment of Rents**"); (c) Guaranty of Payment and Completion from Dan Matis and Daniel Cordos (together, "**Guarantors**") to Lender dated September 7, 2004 (the "**Guaranty**"); (d) Environmental Indemnity Agreement from Borrower and Guarantors to Lender dated September 7, 2004 (the "**Environmental Indemnity**").

C. The Note was amended by a First Amendment to Promissory Note dated December 22, 2004 and the Mortgage and Assignment of Rents were amended by that certain

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First Amendment to Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing and Assignment of Rents and Leases (the "**Construction Mortgage Amendment**") from Borrower to Lender dated December 22, 2004 and recorded in the Recorder's Office as document no. 0502404045, affecting the Property as well as the property described on Exhibit B attached hereto (the "**Additional Collateral Property**"). (All of the documents referred to in Recital A above and the Construction Mortgage Amendment are referred to collectively herein as the "**Loan Documents**".)

D. Borrower and Lender have modified the Note to extend the Maturity Date to April 7, 2006 by a Second Amendment to Promissory Note dated of even date herewith (the "**Second Amendment to Note**").

E. Borrower and Lender now wish to amend the Loan Documents, including the Mortgage as amended by the Construction Mortgage Amendment, to reflect that they secure the Note as amended by the Second Amendment to Note.

**NOW THEREFORE**, in consideration of the foregoing recitals, the truth and accuracy of which is acknowledged by the parties, and for other good and valuable consideration, the parties do hereby agree as follows:


1. Loan Documents are hereby amended to reflect that they secure the Note as amended by the Second Amendment to Note.

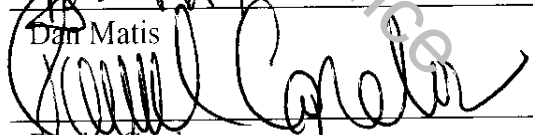
2. Except as set forth above, the Loan Documents shall be unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing and Other Loan Documents to be signed by their duly authorized representatives, as of the date set forth above.

**BORROWER:**

**NORTH AUSTIN DEVELOPMENT GROUP  
LLC**

By:   
Dan Matis

By:   
Daniel Cordos

**LENDER:**

**MB FINANCIAL BANK, N.A.**

By:   
Andrew Bender

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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: LOTS 21, 22, 23 AND 24 IN BLOCK 11 IN MILL'S AND SON'S NORTH AVENUE AND CENTRAL AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-33-319-027-0000

Address: 1608-10 North Luna / 5534-38 West North Avenue  
Chicago, Illinois

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PARCEL 2: LOTS 15 AND 16 IN BLOCK 11 IN MILL'S AND SON'S NORTH AVENUE AND CENTRAL AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 13-33-319-032-0000  
13-33-319-033-0000

Address: 1605-11 North Central / 5554-58 West North Avenue  
Chicago, Illinois

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PARCEL 3: LOTS 25 AND 26 IN BLOCK 11 IN MILL'S AND SON'S NORTH AVENUE AND CENTRAL AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-33-319-013-0000

Address: 1615 North Central Avenue  
Chicago, Illinois

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## EXHIBIT B

### **LEGAL DESCRIPTION OF THE ADDITIONAL COLLATERAL PROPERTY**

PARCEL 1: LOTS 19 AND 20 IN BLOCK 11 IN MILL'S AND SON'S NORTH AVENUE AND CENTRAL AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-33-319-028-0000  
13-33-319-029-0000

Address: 5544-46 West North Avenue  
Chicago, Illinois

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PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER THE SOUTH 15 FEET OF THE NORTH 25 FEET OF THE WEST 4 FEET OF LOT 18 IN BLOCK 11 IN MILL'S AND SON'S NORTH AVENUE AND CENTRAL AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.