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When recorded return to:

JPMorgan Chase
One Chase Tower
Mailcode: IL1-0951
Chicago, IL 60670
Attention: Kitty Savage

Doc#: 0623439075 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/22/2006 03:24 PM Pg: 1 of 5

This space reserved for Recorder's use only

AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Amendment is made as of June 26, 2006 (the "Effective Date"), by SBR INVESTMENTS, LLC – 1400 N. Milwaukee, an Illinois limited liability company (hereinafter called the "**Mortgagor**"), and JPMORGAN CHASE BANK, N.A., national banking association, successor by merger to Bank One, NA, with its main office in Chicago, Illinois, whose address is One Chase Tower, Chicago, Illinois 60670, Attention: Dept. IL1-0951, (hereinafter called "**Mortgagee**").

RECITALS

A. 1400 N. Milwaukee, Inc., an Illinois corporation ("**Milwaukee**") previously executed and delivered to Mortgagee that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated February 28, 2003, and recorded on March 6, 2003 with the Recorder's Office of Cook County, Illinois, as Document No. 0030310771 (as amended, extended, assumed [including the assumptions referenced below], replaced, or otherwise modified from time to time, the "**Mortgage**") , mortgaging and encumbering the real property, and all improvements thereon, described in Exhibit "A" attached hereto and incorporated herein by reference. The Mortgage was executed by Milwaukee to secure, among other things, a promissory note dated February 28, 2003 made by 1400 N. Milwaukee, Inc., an Illinois corporation payable to the order of Mortgagee in the sum of \$750,000.00 (the "**Note**") and interest as specified therein, and all extensions, renewals, revisions, modifications and replacements thereof in whole or in part as provided in the Mortgage. The Loan, as evidenced by the Note and secured by, among other things, the Mortgage, were all assumed by SBR Enterprises, Inc., an Illinois corporation as evidenced by the Assumption and Release Agreement dated November 17, 2003 and recorded on February 27, 2004 as Document No. 0405845124 in the Recorder's Office of Cook County, Illinois, and further assumed by Mortgagor in Assumption and Release Agreement dated June 26, 2006, recorded concurrently herewith.

B. Mortgagor and Mortgagee have entered into or contemplate entering into a Modification Agreement (the "**Agreement**") which, among other things, provides that the principal amount of the Note shall be increased, as more fully set forth below, and the Mortgagor

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and the Mortgagee desire to enter into this Amendment to so amend the principal amount of the Note as stated in the Mortgage. Concurrently with the execution of the Agreement, the Mortgagor will be executing and delivering to the Mortgagee an Amended and Restated Promissory Note of even date in the face amount of \$1,125,000.00 (the "Amended Note"), amending and restating in its entirety the Note.

Now, therefore, in consideration of the premises, the promises hereinafter set forth and for other good and valuable consideration, the receipt of which, is hereby acknowledged, Mortgagor and Mortgagee hereby confirm and agree as follows:

AGREEMENT

1. The Mortgage is hereby amended to reflect that it secures indebtedness of the Mortgagor to the Mortgagee as evidenced by the Amended Note, as hereafter amended, extended, assumed, increased, replaced, or otherwise modified from time to time. All references to the "Note" in the Mortgage shall now be considered references to the Amended Note, as hereafter amended, extended, assumed, increased, replaced, or otherwise modified from time to time.

2. Mortgagor confirms and restates all the representations and warranties contained in the Mortgage, as amended hereby, as of the date hereof.

3. Mortgagor will execute and deliver such further instruments and do such other things as in the sole opinion of Mortgagee are necessary or desirable to effect the intent of this Amendment and to secure to Mortgagee the benefits of all rights, authorities and remedies conferred upon Mortgagee by the terms of this Amendment. Without limiting the generality of the foregoing, Mortgagor, at its expense, will perform all acts and execute and deliver all instruments necessary or required by Mortgagee in order to maintain the Mortgage, as amended hereby, as a lien on the real and personal property covered by the Mortgage, subject only to those encumbrances set forth in the Mortgage.

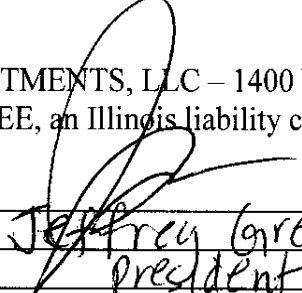
4. Mortgagor and Mortgagee hereby ratify and confirm the Mortgage, as amended hereby, in all respects and acknowledge and agree that the terms of the Mortgage, as amended hereby, remain in full force and effect.

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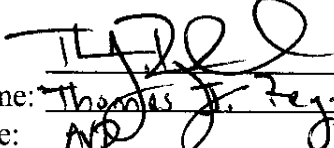
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IN WITNESS WHEREOF, this Amendment is duly executed by Mortgagor and Mortgagee as of the Effective Date.

SBR INVESTMENTS, LLC – 1400 N.
MILWAUKEE, an Illinois liability company

By: 
Name: Jeffrey Greenston
Title: president

JPMORGAN CHASE BANK, N.A., a
national banking association, successor by
merger to Bank One, NA, with its main
office in Chicago, Illinois

By: 
Name: Thomas J. Reynolds
Title: VP

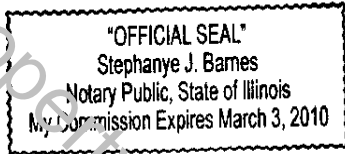
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STATE OF ILLINOIS)
)SS:
COUNTY OF Cook)

I, Stephanye J. Barnes, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that the foregoing instrument was duly acknowledged before me on August 15, 2006, by Thomas J. Reynolds of JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of the national banking association.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



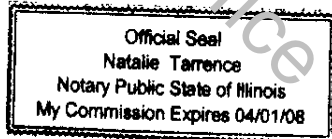
Stephanye J. Barnes
Notary Public

My Commission Expires: 3/3/10

STATE OF ILLINOIS)
)SS:
COUNTY OF Cook)

I, Natalie Tarrence, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that the foregoing instrument was acknowledged before me on August 7 14th, 2006, by Jeffrey Granger, as President of SBR Enterprises, an Illinois corporation, on behalf of the corporation.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Natalie Tarrence
Notary Public

My Commission Expires / /

UNOFFICIAL COPY**EXHIBIT "A"**

All of that real estate located at 1400 N. Milwaukee Avenue, Chicago, Illinois in Cook County, Illinois, the Tax Property Identification Number of which is 17-06-216-141-0000, which is more particularly described as follows:

THAT PART OF LOTS 1, 2, AND 3 (EXCEPT THE SOUTHWESTERLY 34 FEET THEREOF) WHICH LIES ABOVE A HORIZONTAL PLANE HAVING A ELEVATION OF +14.94 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.08 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 3; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 12.79 FEET (THE NORTHEASTERLY LINE OF SAID LOT 3 ALSO BEING THE SOUTHWESTERLY LINE OF NORTH MILWAUKEE AVENUE); THENCE SOUTH 42 DEGREES 11 MINUTES 15 SECONDS WEST, 1.07 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST, 34.15 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 00 SECONDS WEST, 0.80 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST 1.75 FEET; THENCE NORTH 42 DEGREES 00 MINUTES 00 SECONDS EAST, 0.84 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, 16.85 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 00 SECONDS WEST, 0.30 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 35 SECONDS EAST, 1.83 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 25 SECONDS EAST, 1.33 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 35 SECONDS EAST 5.84 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 25 SECONDS WEST, 1.33 FEET; THENCE SOUTH 02 DEGREES 23 DEGREES 35 SECONDS EAST, 1.83 FEET; THENCE SOUTH 47 DEGREES 48 MINUTES 45 SECONDS EAST, 0.30 FEET; THENCE SOUTH 42 DEGREES 11 MINUTES 15 SECONDS WEST, 16.68 FEET; THENCE NORTH 47 DEGREES 48 MINUTES 45 SECONDS WEST 0.45 FEET; THENCE SOUTH 42 DEGREES 11 MINUTES 15 SECONDS WEST, 5.53 FEET; THENCE SOUTH 47 DEGREES 48 MINUTES 45 SECONDS EAST 0.75 FEET; THENCE SOUTH 42 DEGREES 11 MINUTES 15 SECONDS WEST, 16.22 FEET; THENCE NORTH 47 DEGREES 48 MINUTES 45 SECONDS WEST 0.75 FEET; THENCE SOUTH 42 DEGREES 11 MINUTES 15 SECONDS WEST 24.96 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A" THENCE NORTH 42 DEGREES 00 MINUTES 00 SECONDS EAST, 21.35 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, 15.86 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 00 SECONDS WEST, 34.48 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, 4.85 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 00 SECONDS WEST 3.85 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, 15.55 FEET; THENCE NORTH 42 DEGREES 11 MINUTES 15 SECONDS EAST, 37.20 FEET; THENCE SOUTH 47 DEGREES 48 MINUTES 45 SECONDS EAST, 4.00 FEET; THENCE NORTH 42 DEGREES 11 MINUTES 15 SECONDS EAST, 4.68 FEET; THENCE SOUTH 47 DEGREES 48 MINUTES 45 SECONDS EAST, 3.30 FEET; THENCE NORTH 29 DEGREES 10 MINUTES 43 SECONDS EAST, 14.66 FEET; THENCE NORTH 42 DEGREES 11 MINUTES 15 SECONDS EAST, 42.56 FEET; THENCE NORTH 47 DEGREES 48 MINUTES 45 SECONDS WEST, 2.60 FEET; THENCE NORTH 42 DEGREES 11 MINUTES 15 SECONDS EAST 10.06 FEET TO THE PLACE OF BEGINNING.

ALSO:

THAT PART OF SAID LOT 2 WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +21.34 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.08 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AFORESAID; THENCE SOUTH 42 DEGREES 00 MINUTES 00 SECONDS WEST, 12.80 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 15.86 FEET; THENCE NORTH 42 DEGREES 00 MINUTES 00 SECONDS EAST, 34.15 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST, 15.86 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 00 SECONDS WEST 21.35 FEET TO THE PLACE OF BEGINNING, ALL IN CLARKE AND BLAKE'S SUBDIVISION OF ONE ACRE OF LAND LYING IN THE NORTHWEST CORNER OF LOT 8 IN THE ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 5 FEET OF THE SOUTHEAST 124 FEET THEREOF) IN COOK COUNTY, ILLINOIS