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990038968 Ticor (F)

Doc#: 0628620150 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/13/2006 01:51 PM Pg: 1 of 9

THIS INSTRUMENT WAS  
PREPARED BY AND AFTER  
RECORDING RETURN TO:

Richard B. Muller  
Illinois Housing Development  
Authority  
401 N. Michigan Ave  
Chicago, Illinois 60611  
Permanent Tax Index  
Identification Nos.: See attached  
legal description

Property Address: the blocks  
bounded by 41<sup>st</sup> Street, Drexel Blvd.  
42<sup>nd</sup> Place and Cottage Grove Ave.  
Chicago, Illinois

HTF-1634

## FIRST AMENDMENT TO JUNIOR MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO JUNIOR MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (this "First Amendment"), dated as of the 12<sup>th</sup> day of October, 2006, is made by **DREXEL JAZZ LIMITED PARTNERSHIP**, an Illinois limited partnership ("Mortgagor"), to the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** ("Mortgagee"), a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act"), and the rules promulgated under the Act, as amended and supplemented (the "Rules").

### RECITALS:

A. Jazz on the Boulevard, LLC is the fee owner of certain other improvements constructed or being constructed on certain real estate in the City of Chicago (the "Real Estate"); the Real Estate and the improvements constructed on it are referred to in this First Amendment as the "Development".

B. Mortgagee has made a loan to Mortgagor in the maximum amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) (the "Loan"), to be used with other monies for the acquisition, construction and permanent financing of the Development; the Loan is secured by a Junior Mortgage and Assignment of Rents and Leases on the Development, dated as of November 22, 2005, and recorded in the Recorder's Office on November 23, 2005 as Document No. 0532741164 (the "Mortgage").

C. Mortgagor has executed and delivered to Mortgagee its Mortgage Note dated

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November 22, 2005 and an Allonge to Mortgage Note (the "Allonge"), dated October 12, 2006 (together with any renewals, modifications, extensions, amendments and replacements, the "Note"), as evidence of its indebtedness to Mortgagee in the principal sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00), or so much of that sum as Mortgagee may hereafter advance upon the Loan to Mortgagor, with interest at the rates and payable at the times and in the manner as specified in the Note; the Note was subsequently amended on December 7, 2005, March 29, 2006, and August 8, 2006, to include additional funds advanced by the Mortgagee to the mortgagor under the Loan.

**D.** Jazz has previously, or is simultaneously with the recording of this Amendment, conveying the following two (2) units (the "Rental Units") to the Mortgagor: Unit 4136 and Parking Space 4136-P1, and Unit 4158 and Parking Space 4158-P1 in the 4136- 4160 South Drexel Blvd. Condominium.

**E.** Contemporaneously with the execution and delivery of this Mortgage, the Mortgagor is delivering to Mortgagee and amended Allonge to reflect the advance of additional Loan proceeds in the amount of One Hundred Eighteen Thousand One Hundred Forty-Four and No/100 Dollars (\$118,144.00), making the total amount of funds advanced under the Loan Six Hundred Twenty-Two Thousand Two Hundred Eight and No/100 (\$622,208.00); and

**F.** This First Amendment amends the Mortgage to include the Rental Units within the Development; the Rental Units are identified on the legal description attached to this Amendment as **Exhibit A**.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual agreements set forth in this First Amendment, the parties agree as follows:

1. **Recitals**. The Recitals set forth above are made a part of this First Amendment.
2. **Amendment of Mortgage**. The Mortgage is amended by deleting the legal description attached to it as Exhibit A and replacing it with the legal description attached to this First Amendment as **Exhibit B**.
3. **All Other Terms Unchanged**. Except as amended by this First Amendment, all other terms of the Mortgage shall remain in full force and effect and are ratified and confirmed.
4. **Counterparts**. This Second Amendment may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Second Amendment must be produced or exhibited, be the Second Amendment, but all such counterparts shall constitute one and the same instrument.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

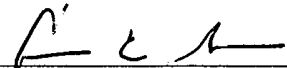
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IN WITNESS WHEREOF, parties have caused this Fourth Amendment to be executed by their respective authorized representatives.

**MORTGAGOR:**

**DREXEL JAZZ LIMITED PARTNERSHIP**, an Illinois limited partnership

By: Drexel Neighborhood Development Corporation, an Illinois not-for-profit corporation, General Partner

By:   
Andrew Geer, Assistant Secretary

**MORTGAGEE:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By:   
Printed Name: Kelly King Diddie  
Its Executive Director

RM

Property of Cook County Clerk's Office

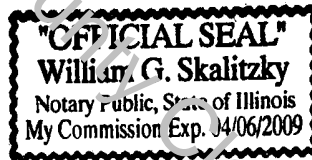
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STATE OF ILLINOIS                    )  
   ) SS  
 COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Andrew E. Geer, personally known to me to be the Assistant Secretary of **Drexel Neighborhood Development Corporation**, 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 in his capacity as Assistant Secretary of **Drexel Neighborhood Development Corporation**, as his free and voluntary act and deed and as the free and voluntary act and deed of **Drexel Neighborhood Development Corporation**, the General Partner of Drexel Jazz Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 11<sup>th</sup> day of October, 2006.

*W. G. Skalitzky*

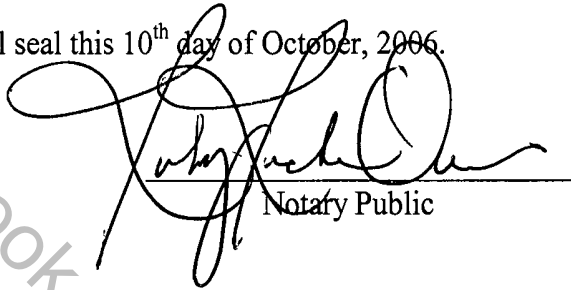


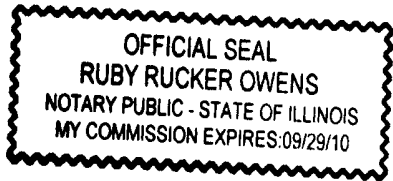
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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Kelly King Dibble, personally known to me to be the Executive Director of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, 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 she signed and delivered the said instrument in her capacity as Executive Director of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** as her free and voluntary act and deed and as the free and voluntary act and deed of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** for the uses and purposes therein set forth.

Given under my hand and official seal this 10<sup>th</sup> day of October, 2006.

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



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## EXHIBIT A LEGAL DESCRIPTION

### RENTAL UNITS

Parcel 1: The Middle Parcel Condominium Property

UNIT 4136 AND PARKING SPACE 4136-P1, AND UNIT 4158 AND PARKING SPACE 4158-P1 IN THE 4136- 4160 SOUTH DREXEL BLVD. CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 20 TO 29, BOTH INCLUSIVE, (EXCEPT THAT PART TAKEN FOR THE WIDENING AND EXTENSION OF A PUBLIC ALLEY) IN BLOCK 2 IN CHARLES R. STEELE'S RESUBDIVISION OF LOT 1 IN BAYARD AND PALMER ADDITION MADE BY CIRCUIT COURT PARTITION, BEING A SUBDIVISION OF 11.22 CHAINS NORTH OF AND ADJOINING SOUTH 25 RODS OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF HYDE PARK AVENUE (EXCEPT THE NORTH 53 FEET 4 1/2 INCHES THEREOF CONVEYED TO UNION STOCK YARDS AND TRANSIT COMPANY), IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR 4136-4160 SOUTH DREXEL BLVD. CONDOMINIUM RECORDED AUGUST 25, 2006 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0623744000, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

COMMONLY KNOWN AS: 4136 S. DREXEL AVENUE  
4158 S. DREXEL AVENUE

PIN: 20-02-111-012 (PART OF)  
20-02-111-020 (PART OF)  
20-02-111-022 (PART OF)

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## EXHIBIT B

### LEGAL DESCRIPTION OF REAL ESTATE SUBJECT TO LIEN OF MORTGAGE

Parcel 1: The Middle Parcel Condominium Property

UNIT 4136 AND PARKING SPACE 4136-P1, AND UNIT 4158 AND PARKING SPACE 4158-P1 IN THE 4136- 4160 SOUTH DREXEL BLVD. CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 20 TO 29, BOTH INCLUSIVE, (EXCEPT THAT PART TAKEN FOR THE WIDENING AND EXTENSION OF A PUBLIC ALLEY) IN BLOCK 2 IN CHARLES R. STEELE'S RESUBDIVISION OF LOT 1 IN BAYARD AND PALMER ADDITION MADE BY CIRCUIT COURT PARTITION, BEING A SUBDIVISION OF 11.22 CHAINS NORTH OF AND ADJOINING SOUTH 25 RODS OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF HYDE PARK AVENUE (EXCEPT THE NORTH 53 FEET 4 1/2 INCHES THEREOF CONVEYED TO UNION STOCK YARDS AND TRANSIT COMPANY), IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR 4136-4160 SOUTH DREXEL BLVD. CONDOMINIUM RECORDED AUGUST 25, 2006 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0623744000, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

COMMONLY KNOWN AS: 4136 S. DREXEL AVENUE  
4158 S. DREXEL AVENUE

PIN: 20-02-111-012 (PART OF)  
20-02-111-020 (PART OF)  
20-02-111-022 (PART OF)

Parcel 2: The South Parcel Condominium Property

Unit 4162-1 and Parking Space P-13, Unit 4168-3A and Parking Space P-1, Unit 4168-1B and Parking Space P-4, Unit 4174-3B and Parking Space P-12, and Unit 4176-1 and Parking Space P-15 in the 4162-4178 South Drexel Blvd. Condominium, as depicted in the plat of survey of the following described real estate:

Beginning at the Northeast corner of said tract; thence South 03° 44' 15" East, along the East line thereof, 187.11 feet to the South line of said tract; thence North 89° 52' 56" West, along said South line, 80.20 feet; thence North 00° 00' 00" East 23.82 feet; thence Northerly and Easterly 7.85 feet along the arc of a circle convex to the Northwest, having a radius of 5.00 feet, and whose chord bears North 45° 00' 00" East, a distance of 7.07 feet; thence North 90° 00' 00" East 7.00 feet; thence

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North 00° 00' 00" East 128.33 feet; thence North 90° 00' 00" West 7.00 feet; thence Westerly and Northerly 7.85 feet along the arc of a circle convex to the Southwest, having a radius of 5.00 feet, and whose chord bears North 45° 00' 00" West, a distance of 7.07 feet; thence North 00° 00' 00" East 24.61 feet to a point on the North line of said tract; thence South 89° 49' 25" East, along said North line, 68.00 feet to the point of beginning, in Cook County, Illinois.

Also, the following described parcel:

That part of Lots 16 to 24 in Block 3 in Charles R. Steele's Resubdivision of Block 1 in Bayard and Palmer Addition to the Northwest fractional Quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, taken as a tract and described as follows:

Commencing at the Northeast corner of said tract; thence North 89° 49' 25" West, along the North line thereof, 82.00 feet; thence South 00° 00' 00" West 49.82 feet to the point of beginning; thence South 90° 00' 00" East 8.00 feet; thence South 00° 00' 00" West 88.00 feet; thence North 90° 00' 00" West 8.00 feet; thence North 00° 00' 00" East 88.00 feet to the point of beginning, in Cook County, Illinois.

Which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership for 4162-4178 South Drexel Blvd. Condominium, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 518032156, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PINs: Part of 20-02-112-020  
Part of 20-02-112-021

### Parcel 3. The South Parcel Roadway Parcel Easement

A non-exclusive easement for roadway purposes as created and described in the Declaration of Easements, Covenants and Restrictions for the Drexel Blvd./42<sup>nd</sup> Street Community Association pursuant to the Condominium Property Act dated June 28, 2005 and recorded on June 29, 2005 as document no. 0518032157 over the following described land:

That part of Lots 16 to 24, both inclusive, (except that part taken for the widening and extension of a public alley) in Block 3 in Charles R. Steele's Resubdivision of Block 1 in Bayard and Palmer Addition to the Northwest fractional Quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

### Center Parcel

Commencing at the Northeast corner of said tract; thence South 03° 44' 15" East along the East line thereof, 187.11 feet to the South line of said tract; thence North 89° 52' 56" West along the South line of said tract, 80.20 feet to the point of beginning; thence North 00° 00' 00" East 23.82 feet;



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thence Northerly and Easterly 7.85 feet along the arc of a circle convex to the Northwest, having a radius of 5.00 feet, and whose chord bears North 45° 00' 00" East, a distance of 7.07 feet; thence North 90° 00' 00" East 7.00 feet; thence North 00° 00' 00" East 128.33 feet; thence North 90° 00' 00" West 7.00 feet; thence Westerly and Northerly 7.85 feet along the arc of a circle convex to the Southwest, having a radius of 5.00 feet, and whose chord bears North 45° 00' 00" West, a distance of 7.07 feet; thence North 00° 00' 00" East 24.61 feet to a point on the North line of said tract; thence North 89° 49' 25" West along said North line, 32.50 feet; thence South 00° 00' 00" East 186.79 feet to a point on the South line of said tract; thence South 89° 52' 56" East along said South line, 32.50 feet to the point of beginning, in Cook County, Illinois, but excepting therefrom the following described parcel:

## Parking Parcel

That part of Lots 16 & 14 in Block 3 in Charles R. Steele's Resubdivision of Block 1 in Bayard and Palmer Addition to the Northwest fractional Quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, taken as a tract and described as follows:

Commencing at the Northeast corner of said tract; thence North 89° 49' 25" West, along the North line thereof, 82.00 feet; thence South 00° 00' 00" West 49.82 feet to the point of beginning; thence South 90° 00' 00" East 8.00 feet; thence South 00° 00' 00" West 88.00 feet; thence North 90° 00' 00" West 8.00 feet; thence North 00° 00' 00" East 88.00 feet to the point of beginning, in Cook County, Illinois.

PINs: Part of 20-02-112-021