



Doc#: 0633822094 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/04/2006 01:52 PM Pg: 1 of 12

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

Nicolette L. Sonntag, Esq.
Shefsky & Froelich Ltd.
111 East Wacker Drive
Suite 2800
Chicago, Illinois 60601

**FIFTH AMENDMENT TO NOTE, MORTGAGE
AND OTHER LOAN DOCUMENTS
(with Consent of Guarantor)**

THIS FIFTH AMENDMENT TO NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS ("Amendment") is made and entered into as of October 31, 2006, by and among Hollywood Property, L.L.C., an Illinois limited liability company ("Beneficiary"), Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as 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 ("Mortgagor"), 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. Lender has made a mortgage loan (the "Loan") jointly and severally to Beneficiary and Mortgagor (collectively, the "Borrower") in the original principal sum of Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000.00), as evidenced by that certain promissory note dated as of February 29, 2000, executed by Borrower, payable to the order of Lender in the principal amount of the Loan (said promissory note, together with all extensions, modifications, renewals, replacements and substitutions thereof, hereinafter referred to as the "Note").

B. Borrower's obligations under the Loan and the Note are further evidenced and secured by, among other documents, the following (said documents, together with any other documents evidencing or securing the Loan and Note and all amendments, modifications, extensions, replacements and substitutions thereof, hereinafter referred to collectively as the "Loan Documents"):

(i) Mortgage dated February 29, 2000, executed by Mortgagor in favor of Lender and recorded in the Office of the Cook County Recorder of Deeds ("Recorder's Office") on April 13, 2000 as **Document No. 00259361** ("Mortgage", with capitalized terms used herein having the same meaning as set forth in said Mortgage unless otherwise defined herein);

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(ii) Assignment of Leases and Rents dated as of 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 as of February 29, 2000, executed by Beneficiary and Lender ("Security Agreement");

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

(v) Environmental Indemnity Agreement dated as of 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 as of February 28, 2000 ("ABI") executed by Borrower in favor of Lender;

(vii) Guaranty of Payment dated as of October 1, 2005, executed by Guarantor in favor of Lender ("Guaranty");

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

(ix) Second Amendment to Note, Mortgage and Other Loan Documents dated as of February 25, 2005 and recorded in the Recorder's Office on March 9, 2005 as **Document No. 0506816075** ("Second Amendment"), Third Amendment to Note, Mortgage and Other Loan Documents dated as of June 1, 2005 and recorded in the Recorder's Office on October 28, 2005 as **Document No. 0530156027** ("Third Amendment"), and Fourth Amendment to Note, Mortgage and Other Loan Documents dated as of October 1, 2005 and recorded in the Recorder's Office on February 1, 2006 as **Document No. 0603249020** ("Fourth Amendment") each executed by Mortgagor, Beneficiary, Guarantor and Lender (the First Amendment, Second Amendment, Third Amendment and Fourth Amendment are sometimes hereinafter referred to collectively as the "Prior Amendments").

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

D. The maturity date of the Loan and Note has been extended through the Prior Amendments to October 31, 2006.

E. Borrower has requested that Lender amend the Loan Documents to, among other things: (i) extend the maturity date of the Loan and Note from October 31, 2006 to October 31, 2007, and (ii) remove certain reporting requirements and financial covenants contained in the Loan Documents.

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F. 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. Extension of Note. The maturity date of the Note, as defined in Section 1.6 thereof, is hereby extended from "October 31, 2006" to "October 31, 2007." All references to the term "Note" set forth in the Loan Documents are hereby amended to mean the Note, as extended by this Amendment. The Note shall continue to bear interest on the unpaid principal amount thereof as set forth therein and all other terms, provisions and conditions of the Note, as extended hereby, are hereby ratified, confirmed and approved.

3. Modification of Mortgage. The terms and provisions of the Mortgage are hereby amended and modified where necessary to provide that the maturity date of the Note is hereby extended until October 31, 2007. All references in the Mortgage to "Note" are hereby amended to mean the Note, as extended by this Amendment, together with all amendments, extensions, renewals, replacements or substitution thereof.

4. Additional Amendments to Mortgage. The Mortgage is hereby further amended as follows:

(A) Section 35.1 of the Mortgage is hereby revised to delete the words "and rent roll" from said paragraph.

(B) Section 35.2 of the Mortgage is hereby deleted in its entirety and replaced with the following:

"35.2 Borrower covenants and agrees to furnish to the Lender, at such times and from time to time as Lender may request and at a minimum within one hundred twenty (120) days following the end of each calendar year: (i) an annual operating statement for the Premises, including supporting schedules and containing a detailed statement of income and expenses; and (ii) financial statements of each guarantor of the loan secured by this Mortgage."

(C) Section 43 of the Mortgage is hereby deleted in its entirety.

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5. Modification of Other Loan Documents. The terms and provisions of the other Loan Documents are hereby amended and modified where necessary to give effect to this Amendment.

6. Power and Authority; Organizational Documentation. Beneficiary hereby represents and warrants to Lender that Beneficiary 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.

7. 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.

8. 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 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 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.

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

10. 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 preparation of this Amendment, including, without limitation, attorneys' fees and costs and recording fees.

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11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

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20. 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.

21. Further Assurances. Borrower and 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.

22. Government Regulation. Beneficiary, its members, managers, constituents or any other person holding a direct or indirect ownership interest in Beneficiary shall not (a) be or become subject at any time to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits Lender from making any advance or extension of credit to Beneficiary or from otherwise conducting business with Beneficiary, or (b) fail to provide documentary and other evidence of Beneficiary's identity as may be requested by Lender at any time to enable Lender to verify Beneficiary's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act 2001, 31 U.S.C. Section 5318.

23. 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.

24. Trustee's Exculpatory Clause This Agreement is executed by the undersigned Mortgagor, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained herein except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

[Signatures on next page]

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

BORROWER:

CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to LASALLE BANK NATIONAL ASSOCIATION, as 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

By: Margaret O'Donnell
Name: Margaret O'Donnell
Title: ASST. VICE PRESIDENT

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

By: Shael Bellows
Name: Shael Bellows
Title: Manager

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: Joumel Schultz
Name: JOUMEL S. HULTZ
Title: VICE PRESIDENT

GUARANTOR:


Shael Bellows
SHAEL BELLOWS, Individually

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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 **Margaret O'Donnell**, personally known to me to be the **ASST. VICE PRESIDENT** of CHICAGO TITLE LAND TRUST COMPANY, Successor Trustee to 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 officer, he/she delivered said instrument as the free and voluntary act and deed of said banking association, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of November, 2006.



Notary Public

Commission expires: 10-17-08



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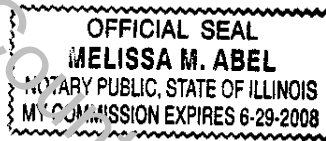
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 manager 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 29 day of NOVEMBER, 2006.

Melissa M. Abel.
Notary Public

Commission expires: 06-29-08

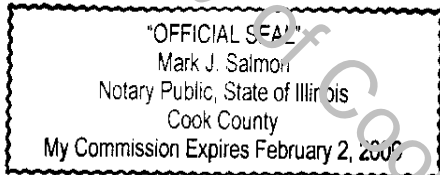


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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Joline Schultz, personally known to me to be the Vice-President 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 30th day of November 2006.





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 29 day of NOVEMBER, 2006.

Melissa M. Abel.
Notary Public

My commission expires: 06.29.08



Property of 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 ½ OF THE SOUTHEAST 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: 640 West Hollywood, Chicago, Illinois

Property of Cook County Clerk's Office