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Doc#: 0704018029 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/09/2007 12:02 PM Pg: 1 of 6

FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

Property Address: 823 W. Blackhawk, Chicago, IL

P.I.N. # 17-05-219-002
17-05-219-003
17-05-219-005
17-05-219-006

This Instrument prepared by:

Lord Bissell & Brook LLP
111 South Wacker Drive
Chicago, IL 60606-4410
Attn: Tracie Jurmu Greene

After recording return to:

Lord Bissell & Brook LLP
111 South Wacker Drive
Chicago, IL 60606-4410
Attn: Tracie Jurmu Greene



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FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES is entered into effective as of January 4, 2007 by **Blackhawk/Halsted, LLC**, an Illinois limited liability company ("**Mortgagor**") in favor of **National City Bank**, a national banking association in its capacity as Agent for itself and other Lenders. ("**Mortgagee**")

RECITALS:

A. Pursuant to the terms of a Construction Loan Agreement dated as of January 4, 2007 between Mortgagor and Mortgagee, Mortgagor (the "**Loan Agreement**") executed and delivered to Mortgagee a Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Rents and Leases dated as of January 4, 2007 and recorded with the Recorder of Deeds of Cook County, Illinois on January 10, 2007 as Document Number: 0701022068 (the "**Mortgage**").

B. Part of the Mortgagor's obligations contained in the Loan Agreement include its obligations to reimburse the Mortgagee for draws which may be made under letters of credit which are, or may be, issued from time to time, by the Mortgagee for the account of the Mortgagor.

C. The parties hereto wish to amend the Mortgage to clarify the priority of the lien of the mortgage for advances made by Mortgagee as a result of draws on the letter of credit.

NOW THEREFORE, in consideration of the Premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 8.1 of the Mortgage is hereby amended to add the following additional language at the end of such section:

"For purposes hereof, future advances shall be deemed to include any and all advances made by the Mortgagee under Letters of Credit (as defined in the Loan Agreement). Any and all such advances shall be treated as obligatory advances and shall be secured by a lien arising from the date of this Mortgage, without regard to the date on which such draws are actually honored by the Mortgagee."

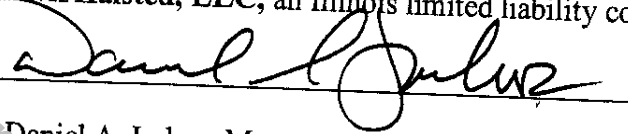
2. All other conditions of the Mortgage remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have signed their hands and seals as of this 27th day of January, 2007

MORTGAGOR

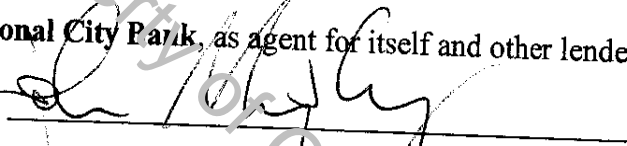
Blackhawk/Halsted, LLC, an Illinois limited liability company

By: 

Daniel A. Lukas, Manager

MORTGAGEE

National City Bank, as agent for itself and other lenders

By: 

John Murphy, Vice-President

Property of Cook County Clerk's Office

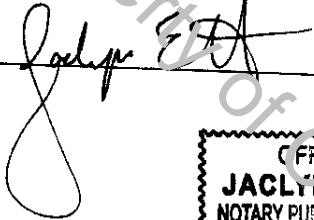
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[Acknowledgement of Mortgagor]

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On January 27, 2007 before me, Jaclyn E Warren a Notary Public in and for said County and State, personally appeared Daniel A Lukas, the manager of the Landlord personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his authorized capacity and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 



County Clerk's Office

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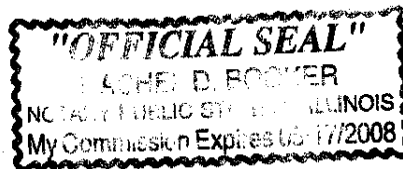
[Acknowledgment of Mortgagee]

STATE OF Illinois)
) +
) ss.
COUNTY OF Lake)

On 1, 2007 before me, Rachel D. Booker, A Notary Public in and for said County and State, personally appeared John Murphy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument on behalf of the Agent and acknowledged to me that he/she/they executed same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Rachel D. Booker



Cook County Clerk's Office

UNOFFICIAL COPY**LEGAL DESCRIPTION**

Parcel 1

THE WEST 66 FEET OF LOTS 14 AND 15 (EXCEPT THE SOUTH 2 FEET 6 INCHES OF THE EAST 6 FEET THEREOF); THE WEST 60 FEET OF LOTS 16, 17, 18, 19, 20, 21 AND 22 AND THE NORTH 2 FEET 11 INCHES OF THE WEST 60 FEET OF LOT 23 IN J.A. YALE'S RESUBDIVISION OF BLOCK 59 IN ELSTON'S ADDITION TO CHICAGO (HERETOFORE VACATED) IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2

LOTS 1 TO 8, BOTH INCLUSIVE; THE NORTH $\frac{1}{2}$ OF LOT 9; THAT PORTION OF THE VACATED ALLEY WEST OF AND ADJOINING SAID LOTS 1 TO 8, BOTH INCLUSIVE, AND THE NORTH $\frac{1}{2}$ OF LOT 9 AND EAST OF AND ADJOINING LOTS 14 TO 21, BOTH INCLUSIVE, AND THE NORTH $\frac{1}{2}$ OF LOT 22, LOTS 14 AND 15, EXCEPT THE WEST 66 FEET THEREOF; THE SOUTH 2 FEET 6 INCHES OF THE EAST 6 FEET OF THE WEST 66 FEET OF LOT 15; LOTS 16 TO 21, BOTH INCLUSIVE, EXCEPT THE WEST 60 FEET THEREOF AND THE NORTH $\frac{1}{2}$ OF LOT 22, EXCEPT THE WEST 60 FEET THEREOF, ALL IN J.A. YALE'S RESUBDIVISION OF BLOCK 59 IN ELSTON'S ADDITION TO CHICAGO (HERETOFORE VACATED AS TO SAID LOTS AND SAID BLOCK 59) IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3

THE SOUTH $\frac{1}{2}$ OF LOT 9, ALL OF LOTS 10, 11, 12 AND 13, THE SOUTH $\frac{1}{2}$ OF LOT 22 (EXCEPT THE WEST 60 FEET THEREOF), LOT 23 (EXCEPT THE NORTH 2 FEET 11 INCHES OF THE WEST 60 FEET THEREOF), AND LOTS 24, 25, AND 26, AND THAT PORTION OF THE VACATED ALLEY WEST OF AND ADJOINING SAID LOTS 10 TO 13, BOTH INCLUSIVE, AND THE SOUTH $\frac{1}{2}$ OF LOT 9, AND EAST OF AND ADJOINING SAID LOTS 23 TO 26, BOTH INCLUSIVE, AND THE SOUTH $\frac{1}{2}$ OF LOT 22 IN BLOCK 59 IN ELSTON'S ADDITION TO CHICAGO (HERETOFORE VACATED) IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-05-219-002-0000, 17-05-219-003-0000, 17-05-219-005-0000, 17-05-219-006-0000