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THIS DOCUMENT WAS  
PREPARED BY, AND AFTER  
RECORDING, MAIL TO:

Richmond A. Payne, Esq.  
Robinson Payne LLC  
2800 West Higgins Road, Suite 160  
Hoffman Estates, Illinois 60169

Permanent Real Estate Tax Numbers:  
13-15-306-061 and  
13-15-306-062

Doc#: 0707157083 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/12/2007 11:32 AM Pg: 1 of 7

RECORDER'S STAMP

## MODIFICATION AGREEMENT

JCG PROPERTIES, L.L.C., an Illinois limited liability company (the "Mortgagor"), hereby makes and delivers to THE NORTHERN TRUST COMPANY (the "Mortgagee"), this Modification Agreement (this "Modification") as of November 30, 2006.

### **Recitals**

In consideration of a loan to the Mortgagor from the Mortgagee in the principal amount of Four Million and No/100 Dollars (\$4,000,000.00) (the "Original Loan"), the Mortgagor executed and delivered to the Mortgagee a Secured Term Loan Note (the "Original Note") dated December 28, 2001 in the principal sum of the Original Loan, along with various other security and loan documents (collectively, the "Original Loan Documents").

Payment of the Original Note was secured by, among other things, (i) a Mortgage dated as of December 28, 2001 and recorded with the Recorder of Deeds of Cook County, Illinois on January 24, 2002 as Document No. 0020100438 (the "Mortgage"), granting to the Mortgagee a valid, first priority security interest in and to a certain parcel or parcels of real estate owned by the Mortgagor commonly known as 4404 W. Berteau, Chicago, Illinois 60641, and legally described in Exhibit A attached hereto and made a part of this Modification (the "Mortgaged Property"), and (ii) an Assignment of Rents and Leases dated as of December 28, 2001 and recorded with the Recorder of Deeds of Cook County, Illinois on February 28, 2002 as Document No. 0020232512 (the "Assignment"), granting to the Mortgagee a valid, first priority security interest in and to all rents and profits derived from the Mortgaged Property.

As of the date of this Modification, the unpaid principal balance of the Original Loan equals Two Million, Three Hundred Eighty-Six Thousand Three Hundred Twenty-Eight and No/100 Dollars (\$2,386,328.00) (the "Loan Balance").

The Mortgagor desires to refinance the Loan Balance and has executed and delivered to the Mortgagee contemporaneously herewith an Amended and Restated Secured Term Loan Note (the "New Note") in the principal sum of the Loan Balance, along with various other security and loan documents (collectively, the "Amended Loan Documents").

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The Mortgagor desires to modify the Mortgage and the Assignment to reduce the amount secured thereunder to equal the Loan Balance, and the Mortgagee has agreed to so amend the Mortgage and the Assignment subject to the Mortgagor's compliance for the term of the New Note with the terms and conditions set forth in this Modification and in the New Note, the Amended Loan Documents and the Original Loan Documents, as amended by the Amended Loan Documents.

In consideration of the foregoing and other good and valuable consideration, the Mortgagor hereby amends and restates the Mortgage and the Assignment as follows:

1. The definition of "Secured Obligations" in paragraph 1(a) on page 2 of the Mortgage is hereby deleted in its entirety and replaced by the following:

(a) each of the following:

(i) the Amended and Restated Secured Term Loan Note of Mortgagor, payable to the order of Mortgagee, dated November 30, 2006, in the principal amount of \$2,386,328.00;

(ii) the Loan Agreement between Mortgagor and Mortgagee dated December 28, 2001, as amended by the First Amendment to Loan Agreement of even date herewith (the "Loan Agreement"); and

(iii) the Loan Documents and the Amended Loan Documents, including this Modification.

2. Paragraph 2.A. on page 1 of the Assignment is hereby deleted in its entirety and replaced by the following:

2. ASSIGNOR GIVES THIS ASSIGNMENT TO ASSIGNEE TO SECURE:

A. The payment of the indebtedness (including any amendments, modifications, extensions or renewals thereof) evidenced by a certain Amended and Restated Secured Term Loan of Assignor of even date herewith in the principal sum of Two Million, Three Hundred Eighty-Six Thousand Three Hundred Twenty-Eight and No/100 Dollars (\$2,386,328.00) (hereinafter referred to as the "Note") and any and all other indebtedness of Assignor to the Assignee including all other present and future, direct and indirect obligations and liabilities of the Assignor to the Assignee in an amount not to exceed the principal sum of two times the principal amount of the Note at any one time outstanding, and secured by a certain Mortgage (hereinafter referred to as the "Mortgage") of even date herewith encumbering the subject property; and

3. The Mortgage and the Assignment as hereby modified are valid and subsisting liens on the Mortgage Property.

4. All terms used herein and not otherwise defined shall have the respective meanings set forth in New Note, the Loan Agreement and the Mortgage, and all references to the Mortgage or the Assignment in any of the Amended Loan Documents or the Original Loan Documents shall be deemed to refer to the Mortgage and/or the Assignment as modified hereby.

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5. As modified hereby, all the terms, covenants, representations, agreements and conditions of the Mortgage and the Assignment shall continue in full force and effect as against the Mortgagor.

6. The Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to the Mortgagee such additional documentation as the Mortgagee shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to the Mortgagee by or on behalf of the Mortgagor.

7. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without regard to that state's choice of law provisions.

8. This Modification shall inure to the benefit of the Mortgagee's successors and assigns, and shall be binding upon the successors and assigns of the Mortgagor.

IN WITNESS WHEREOF, the Mortgagor has signed, sealed and delivered this Modification Agreement as of the date first written above.

MORTGAGOR:

JCG PROPERTIES, L.L.C, an Illinois limited liability company

By: Joseph C. Grendys  
Joseph C. Grendys, its Manager

### ACKNOWLEDGEMENT

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF Cook            )

I, Bonnie Diviesti, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Joseph C. Grendys of JCG PROPERTIES, L.L.C., an Illinois limited liability company (the "Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of the Company, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 18<sup>th</sup> day of December, 2006.

Bonnie Diviesti  
Notary Public

My commission expires: 9-21-2010



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL "A":

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN RANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A BASE FOR THE FOLLOWING DESCRIBED COURSES: THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST FROM SAID POINT OF COMMENCING, A DISTANCE OF 183.93 FEET TO THE PLACE OF BEGINNING OF LAND HEREIN TO BE DESCRIBED; THENCE NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST, A DISTANCE OF 247.75 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 96.78 FEET ALONG THE CHORD OF A CURVED LINE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 193.11 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 97.82 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 10 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SPUR TRACK I.C.C. NUMBER A-303 AND EXTENSION OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED, A DISTANCE OF 369.32 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 100 FEET; THENCE SOUTH 51 DEGREES 55 MINUTES 27 SECONDS EAST, A DISTANCE OF 926.12 FEET; THENCE SOUTH 38 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 43.51 FEET TO A POINT 15 FEET NORTHERLY, AS MEASURED RADIALLY FROM THE CENTER LINE OF SPUR TRACK I.C.C. NUMBER A-243 OF SAID RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE WESTERLY, ALONG A LINE, PARALLEL WITH THE CENTER LINE OF SAID SPUR TRACK I.C.C. NO. A-243, SAID PARALLEL LINE HAVING THE FOLLOWING DESCRIBED COURSES AND CHORD DISTANCES; NORTH 86 DEGREES 04 MINUTES WEST, AS DISTANCE OF 23.54 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 55 SECONDS WEST, A DISTANCE OF 102.78 FEET; THENCE SOUTH 77 DEGREES 31 MINUTES 32 SECONDS WEST, A DISTANCE OF 102.50 FEET; THENCE SOUTH 68 DEGREES 11 MINUTES 09 SECONDS WEST, A DISTANCE OF 102.44 FEET; THENCE SOUTH 60 DEGREES 15 MINUTES 25 SECONDS WEST, ALONG THE LAST CHORD DISTANT OF 74.06 FEET; THENCE SOUTH 83 DEGREES 23 MINUTES 08 SECONDS WEST, A DISTANCE OF 100 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL "A-1":

EASEMENT FOR THE BENEFIT OF PARCEL "A" AS CREATED BY THE DEED FROM CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION TO B&B PACKING COMPANY, A DELAWARE CORPORATION, DATED DECEMBER 8, 1965 AND RECORDED DECEMBER 10, 1965 AS DOCUMENT 19680543 FOR THE CONSTRUCTION, REPAIR, MAINTENANCE AND USE OF A PRIVATE ROADWAY OVER AND UPON A PORTION OF THE FOLLOWING DESCRIBED REAL ESTATE, SAID ROADWAY TO BE 30 FEET IN WIDTH, TO-WIT:

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A BASE OF THE FOLLOWING DESCRIBED COURSES: THENCE "DUE EAST" ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 930.07 FEET TO THE PLACE OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 532.02 FEET TO A POINT WHICH IS IDENTICAL WITH THE MOST EASTERLY CORNER OF THE TRACT OF LAND ABOVE DESCRIBED; THENCE SOUTH 38 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 60.0 FEET; THENCE SOUTH 51 DEGREES 55 MINUTES 27 SECONDS EAST, A DISTANCE OF 299.56 FEET; THENCE "DUE SOUTH", A DISTANCE OF 96.13 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER; THENCE "DUE EAST" ON SAID LINE, 220.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL "A-2":**

EASEMENT FOR THE BENEFIT OF PARCEL "A" AS CREATED BY THE DEED FROM CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION, DATED DECEMBER 8, 1965 AND RECORDED DECEMBER 10, 1965 AS DOCUMENT 19680543 FOR THE CONSTRUCTION, REPAIR, MAINTENANCE AND USE OF A SEWER LINE, WATER LINE, AND OTHER UTILITY LINES IN, UNDER, UPON THE FOLLOWING DESCRIBED STRIP OF LAND, TO-WIT:

A STRIP OF LAND 15 FEET IN WIDTH IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION TO BE USED AS A BASE FOR THE FOLLOWING DESCRIBED COURSES: 15 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST, 185.67 FEET; THENCE SOUTH 83 DEGREES 23 MINUTES 08 SECONDS WEST, 15.09 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 00 SECONDS EAST, 183.93 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL "B":**

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15 HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A BASE FOR FOLLOWING DESCRIBED COURSES; THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST FROM SAID POINT OF COMMENCING, A DISTANCE OF 183.93 FEET; THENCE NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST, A DISTANCE OF 247.75 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 96.78 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 193.18 FEET AND TANGENT TO THE LAST DESCRIBED



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COURSE, AN ARC DISTANCE OF 97.82 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SPUR TRACK I.C.C. NUMBER A-303 AND EXTENSION OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED, A DISTANCE OF 369.3 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 100 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 131 FEET; THENCE SOUTH 38 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 60 FEET, MORE OR LESS, TO A POINT ON A LINE WHICH BEARS NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 35 DEGREES 37 MINUTES 41 SECONDS EAST, A DISTANCE OF 135 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL "C":

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION AND THE WEST LINE OF NORTH KOLMAR AVENUE SAID POINT COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A BASE FOR THE FOLLOWING DESCRIBED COURSES: THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST, FROM SAID POINT OF COMMENCEMENT, A DISTANCE OF 183.93 FEET; THENCE NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST, A DISTANCE OF 247.75 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 96.78 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 193.18 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 97.82 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SPUR TRACK I.C.C. NUMBER A-303 AND EXTENSION OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED, A DISTANCE OF 369.32 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 131 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 27 FEET, MORE OR LESS, TO A POINT DISTANT 10 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY SPUR TRACK I.C.C. NUMBER 64 AS SAID SPUR TRACK IS NOW LOCATED; THENCE SOUTHEASTERLY, ALONG A LINE PARALLEL WITH SAID SPUR TRACK (I.C.C. NUMBER 64) CENTER LINE, A DISTANCE OF 1057.12 FEET; THENCE SOUTHEASTERLY, ALONG A STRAIGHT LINE, TO A POINT OF BEGINNING DISTANT 10 FEET NORTHERLY, MEASURED RADIALLY FROM THE CENTER LINE OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY SPUR TRACK I.C.C. NUMBER A-243 AS NOW LOCATED; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 1030 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4404 W. BERTEAU, CHICAGO, IL 60641

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