



**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Courtney E. Mayster
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601

Doc#: 0707106127 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/12/2007 01:54 PM Pg: 1 of 8

**SECOND MODIFICATION OF MORTGAGE
AND OTHER SECURITY DOCUMENTS**

THIS SECOND MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of the 7th day of February, 2007 by **2033 THC, LLC**, an Illinois limited liability company ("Mortgagor"), with a mailing address of 333 South Des Plaines Avenue, Chicago, Illinois 60606, Attention: Mark R. Ordower to and for the benefit of **BRIDGEVIEW BANK GROUP** ("Lender"), with a mailing address of 1970 North Halsted Street, Chicago, Illinois 60614 Attention: Bryan P. Griffin.

RECITALS:

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Mortgagor in the original principal amount of **Three Million Nine Hundred Ten Thousand and 00/100 Dollars (\$3,910,000.00)**; and

WHEREAS, the Loan is evidenced by a Mortgage Note dated as of November 18, 2005 (the "Note") made by Mortgagor whereby Mortgagor promised to pay to the order of Lender the principal sum of **Three Million Nine Hundred Ten Thousand and 00/100 Dollars (\$3,910,000.00)**, all as more specifically set forth in said Note; and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the 18th day of November, 2005 by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 18, 2005 as Document No. 0532219073 as modified by that certain Modification of Mortgage and Other Security Documents dated as of the 5th day of September, 2006 by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 2, 2006 as Document No. 0630644003 (collectively, the "Mortgage") and Guaranty of Payment dated as of the 18th day of November, 2005 as modified by that certain Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment dated as of the 5th day of September, 2006 (collectively, the "Guaranty") by **Mark R. Ordower** individually, **Robert Frankel** individually, **Felix Lampariello** individually and **Lakeside Lofts**

5-1
P-8
M.Y.H.

UNOFFICIAL COPY

Development Corp., an Illinois corporation (collectively “Guarantors”) in favor of Lender; and any and all other instruments and documents executed by or on behalf of Mortgagor and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the “Other Security Documents”; and

WHEREAS, Mortgagor desires that the Maturity Date (as defined therein) of the Note be modified; and

WHEREAS, the parties desire to modify and amend the terms of the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification; (ii) a Second Amendment to Mortgage Note dated of even date herewith executed by Mortgagor (the “Note Amendment”), whereby the Note is modified as provided above; and (iii) a Second Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment executed by Guarantors (“Guaranty Modification”) whereby the Guaranty is modified to refer to the Note as modified by the Note Amendment.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals**. The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.
2. **Modification of Mortgage and Other Security Documents**. The Mortgage and Other Security Documents are hereby modified to provide that the Maturity Date shall be December 16, 2007.
3. **References to Note**. From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the “Note” shall be deemed to refer to the Note as modified by the Note Amendment.
4. **References to Loan Documents and Guaranty**. Any and all references in the Note, the Mortgage and the Other Security Documents to the “Loan Documents” shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification; and any and all references in the Note, the Mortgage and the Other Security Documents to the “Guaranty” shall from and after the date hereof be deemed to refer to the Guaranty as modified by the Guaranty Modification.
5. **Reaffirmation of Representations and Warranties**. Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties

UNOFFICIAL COPY

contained in the Mortgage and the Other Security Documents.

6. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

7. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.


[SIGNATURES APPEAR ON FOLLOWING PAGE]

Property of Cook County Clerk's Office

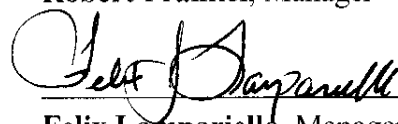
UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

2033 THC, LLC, an Illinois limited liability company

By: 
Mark R. Ordower, Manager

By: 
Robert Frankel, Manager

By: 
Felix Lampariello, Manager

DIG LOANS BRIDGEVIEW INDIANA MOD MM02.DOC

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, GEORGETTE PHILLOS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Mark R. Ordower**, a Manager of **2033 THC, LLC**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 7th day of February, 2007.

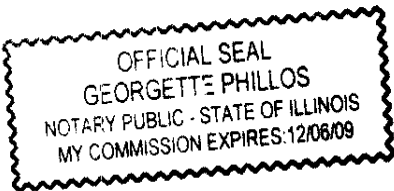


Georgette Phillos
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, GEORGETTE PHILLOS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Robert Frankel**, a Manager of **2033 THC, LLC**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 7th day of February, 2007.



Georgette Phillos
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, GEORGETTE PHILLOS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Felix Lampariello**, a Manager of **2033 THC, LLC**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 7th day of February, 2007.

Georgette Phillos
 Notary Public



PROPERTY OF COOK County Clerk's Office


UNOFFICIAL COPY

CONSENT OF LENDER

The undersigned Lender hereby consents to and hereby approves the foregoing Second Modification of Mortgage and Other Security Documents.

Dated as of February 7, 2007.

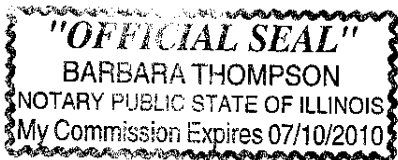
BRIDGEVIEW BANK GROUP

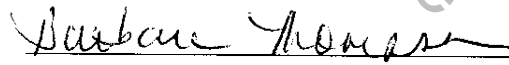
By: 
 Name: DAVID GREEN, JR.
 Title: SENIOR V.P.

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Barbara Thompson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Green Senior V.P. of **BRIDGEVIEW BANK GROUP**, personally known to me to be the same person whose name is subscribed to the foregoing **CONSENT OF LENDER**, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 7th day of February, 2007.




 Notary Public

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1

LOTS 1, 2, 3 AND 4 (EXCEPT THE WEST 34.00 FEET THEREOF) IN CHARLES BUSBY'S SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 4 IN GEORGE SMITH'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 10, 11, 14, 15 AND 18 IN BLOCK 4 IN GEORGE SMITH'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-22-314-024-0000
 17-22-314-028-0000

STREET ADDRESS: 2033 SOUTH INDIANA AVENUE
 CHICAGO, ILLINOIS

Property of Cook County Clerk's Office