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Doc#: 0721139259 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/30/2007 11:30 AM Pg: 1 of 8

This instrument was prepared by and
after recording return to:

NEAL, GERBER & EISENBERG LLP
Peter H. Barrow
Two North LaSalle Street, Suite 2200
Chicago, Illinois 60602

**SECOND AMENDMENT
TO
FUTURE ADVANCE MORTGAGE, ASSIGNMENT,
SECURITY AGREEMENT AND FIXTURE FILING (LEASEHOLD)**

**UNIVERSITY CLUB OF CHICAGO,
an Illinois not-for-profit corporation,**

Mortgagor

to

BANK OF AMERICA, N.A.,

Mortgagee

Box 400-CTCC

MET #8198493 4th Floor (10 of 2)

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THIS SECOND AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING (LEASEHOLD) (the "First Amendment") is made as of the 23rd day of July, 2007, between UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation (the "Mortgagor") to and for the benefit of BANK OF AMERICA, N.A. (the "Mortgagee").

RECITALS:

A. Pursuant to the (a) Term Loan Agreement dated as of July 23, 2004 by and between Mortgagor and Mortgagee, as amended by a First Amendment thereto dated as of May 1, 2007 and (b) Construction Loan Agreement dated as of July 23, 2004 by and between Mortgagor and Mortgagee, as amended by a First Amendment thereto of even date herewith, Mortgagee has made certain loans and advances to the Mortgagor, which loans and advances are secured by, among other things, that certain Future Advance Mortgage, Assignment, Security Agreement and Fixture Filing (Leasehold) dated as of July 23, 2004 made by Mortgagor in favor of Mortgagee and recorded on July 23, 2004 as document number 0420534090 as amended by a First Amendment thereto dated as of May 1, 2007 and recorded on May 11, 2007 as document number 0713126113, in the Office of the Clerk of Cook County, Illinois (the "Mortgage"), encumbering the real property more particularly described on Exhibit A attached hereto and made a part hereof and the improvements and fixtures located thereon. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Mortgage.

B. The Mortgagor and Mortgagee desire to amend the Mortgage to also secure all liabilities and obligations of Mortgagor to Mortgagee pursuant to that certain Replacement Promissory Note dated July 23, 2007 in the original principal amount of \$7,000,000 made by Mortgagor payable to the order of Mortgagee.

C. The Mortgagor and Mortgagee desire to amend the Mortgage pursuant to the terms of this Second Amendment.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Article 1 of the Mortgage is hereby amended to restate the defined term "Note" as follows:

"Note" means (a) the Term Note dated as of July 23, 2004 in the original principal amount of Seven Million and No/100 Dollars (\$7,000,000.00), (b) the Replacement Promissory Note dated July 23, 2007 in the original principal amount of Seven Million and No/100 Dollars (\$7,000,000.00) and (c) the Promissory Note dated June 1, 2007 in the original principal amount of Two Million and No/100 Dollars (\$2,000,000.00), each made by Mortgagor payable to the order of Lender, as any of the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

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2. Except as modified hereby, Mortgagor hereby ratifies and reconfirms each and every provision of the Mortgage. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Mortgage, this Second Amendment shall control.

3. This Second Amendment may be executed in multiple counterparts, each of which when taken together shall constitute an original.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

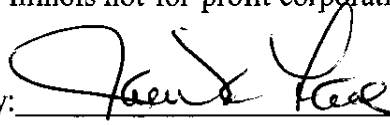
Property of Cook County Clerk's Office

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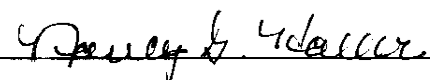
IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Second Amendment or has caused the same to be executed by its representatives thereunto duly authorized.

MORTGAGOR:

UNIVERSITY CLUB OF CHICAGO,
an Illinois not-for-profit corporation

By: 

Its: Treasurer

By: 

Its: Assistant Treasurer

MORTGAGEE:

BANK OF AMERICA, N.A.

By: _____

Its: _____

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Second Amendment or has caused the same to be executed by its representatives thereunto duly authorized.

MORTGAGOR:

UNIVERSITY CLUB OF CHICAGO,
an Illinois not-for-profit corporation

By: _____

Its: _____

By: _____

Its: _____

MORTGAGEE:

BANK OF AMERICA, N.A.

By: *Arancy Stroda.*

Its: VICE PRESIDENT

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

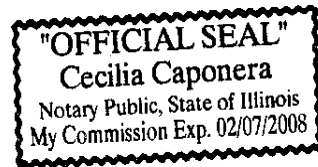
I, Cecilia Caponera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John K. Lane, who is personally known to me to be the Treasurer, of UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered said instrument as Treasurer of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of July, 2007.

Cecilia Caponera
Notary Public

My Commission Expires:

February 7, 2008



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

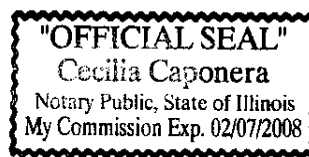
I, Cecilia Caponera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Nancy G. Haller, who is personally known to me to be the Assistant Treasurer, of UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered said instrument as Assistant Treasurer of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of July, 2007.

Cecilia Caponera
Notary Public

My Commission Expires:

February 7, 2008



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, John J Howard, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that NANCY C STROKA, who is personally known to me to be the VICE PRESIDENT of BANK OF AMERICA, N.A., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed and delivered said instrument as VICE PRESIDENT of BANK OF AMERICA, N.A., as his/her own free and voluntary act and as the free and voluntary act of BANK OF AMERICA, N.A. for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of JULY, 2007.

John J Howard
Notary Public

My Commission Expires:

12/23/2007

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EXHIBIT A

(Leasehold Parcel)

THE LEASEHOLD ESTATE (AS DEFINED BY ENDORSEMENT ATTACHED TO THIS POLICY), CREATED BY INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY:

INTERNATIONAL HARVESTER COMPANY OF AMERICA, A CORPORATION OF WISCONSIN, AND INTERNATIONAL HARVESTER COMPANY, A CORPORATION OF NEW JERSEY, TO UNIVERSITY AUXILIARY ASSOCIATION, A CORPORATION OF ILLINOIS, DATED APRIL 15, 1907, AND RECORDED DECEMBER 17, 1914, AS DOCUMENT NUMBER 5549344 AND ASSIGNED TO UNIVERSITY CLUB OF CHICAGO BY ASSIGNMENT RECORDED OCTOBER 7, 1943, AS DOCUMENT NUMBER 13154548, DEMISING THE LAND DESCRIBED BELOW FOR A TERM OF 198 YEARS BEGINNING NOVEMBER 1, 1907, AND ENDING OCTOBER 31, 2105:

PARCEL 1

LOT 9 (EXCEPT THE NORTH 8 FEET THEREOF AND EXCEPT THAT PART THEREOF FALLING IN ALLEY, BEING THE WEST 9 FEET THEREOF) IN BLOCK 1 IN THE SUBDIVISION FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT TO MAINTAIN PARTY WALL AS CREATED BY AGREEMENT MADE BY NETTIE MC CORMICK, AND OTHER, AS TRUSTEES WITH MC CORMICK HARVESTING MACHINE COMPANY OF ILLINOIS, AND GEORGE A. ARMOUR, DATED NOVEMBER 18, 1898 AND RECORDED SEPTEMBER 19, 1899 AS DOCUMENT 2870145 OVER THE FOLLOWING DESCRIBED LAND:
OVER THE NORTH LINE OF LOT 9 (EXCEPT THE NORTH 8 FEET THEREOF.

30 South Michigan Ave

#17-15-101-013