### **UNOFFICIAL COPY**

This instrument was prepared by and, after recording, return to:

Robert N. Sodikoff Aronberg Goldgehn Davis & Garmisa 330 North Wabash - Suite 3000 Chicago, Illinois 60611

Location: Property commonly known as 1501 S. Laffin Chicago, Illinois

Permanent Real Face Tax

Index Nos.:

17-20-127-001-0000 Vol. 0597
17-20-127-002-0000 Vol. 0597
17-20-127-003-0000 Vol. 0597
17-20-127-004-0000 Vol. 0597
17-20-127-005-0000 Vol. 0597
17-20-127-005-0000 Vol. 0597
17-20-127-008-0000 Vol. 0597
17-20-127-008-0000 Vol. 0597
17-20-127-009-0000 Vol. 0597
17-20-127-009-0000 Vol. 0597

17-20-127-009-0000 Vol. 0597 17-20-127-010-0000 Vol. 0597 17-20-127-011-0000 Vol. 0597 17-20-127-012-0000 Vol. 0597 17-20-127-013-0000 Vol. 0597 17-20-127-014-0000 Vol. 0597

17-20-127-014-0000 Vol. 0597

Space above this ! ne fo Recorder's use only



# AMENDMENT NO. 2 TO MORT GAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS AMENDMENT NO. 2 TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT is made and entered into effective as of the 1st day of October, 2007 by and between LOOMIS-LAFLIN LOFTS, LLC, an Illinois limited liability company having an address at c/o Lipe Property Company, 1850 North Milwaukee Avenue, Chicago, Illinois 60647 ("Mortgagor"), and MIDWEST BANK AND TRUST COMPANY, an Illinois banking corporation, with offices at 1601 North Milwaukee Avenue, Chicago, Illinois 60647 ("Mortgagee").

### RECITALS:

A. Mortgagor is indebted to Mortgagee as evidenced by a certain Mortgage Note dated March 31, 2006, as may be amended, modified, restated or supplemented from time to time, (the "Note") in the original principal amount of FOUR MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,900,000.00) made by Mortgagor to Mortgagee. By Amendment to Loan Agreement and Related Loan documents dated effective as of April 1, 2007, the principal amount of the Note was increased to FIVE MILLION ONE HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$5,114,375.00) and the Maturity Date of the Note was extended to October 1, 2007.



0729731083 Fee: \$30.00

Eugene "Gene" Moore RHSP Fee:\$10.00

Date: 10/24/2007 02:33 PM Pg: 1 of 4

Cook County Recorder of Deeds

Of Contract of the Contract of

### **UNOFFICIAL COPY**

- B. The Note is secured by, among other things, a Mortgage, Security Agreement and Fixture Financing Statement dated as of March 31, 2006, as amended or modified from time to time (the "Mortgage"), recorded May 25, 2006 with the Recorder of Deeds of Cook County, Illinois as Document No. 0614520081, made by Mortgagor to Mortgagee, as amended by Amendment to Mortgage, Security Agreement and Fixture Financing Statement dated April 1, 2007, recorded April 2, 2007 with the Recorder of Deeds of Cook County, Illinois as Document No. 0709244036, covering the premises described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").
- C. Mortgagor and Mortgagee wish to amend the Mortgage, as previously amended, as hereinafter set forth.
- **NOW, TP.EF.EFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows.
- 1. The Recitals set forth above are hereby incorporated herein and made a part hereof by reference thereto.
- 2. Effective as of the date he ecf. pursuant to Amendment No. 2 to Loan Agreement and Related Loan Documents entered into by Mortgagor and Mortgage of even date herewith, the principal amount of the Note, as previously amended, and which constitutes the indebtedness secured by the Mortgage, has been increased from FIVE MILLION ONE HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEYENTY FIVE AND 00/100 DOLLARS (\$5,114,375.00) to FIVE MILLION TWO HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$5,214.375.00) and all references in the Mortgage to the principal amount of the Note are hereby amended accordingly. Further, the "Maturity Date" of the Note, as previously amended, has been further amended to be January 1, 2008 or such earlier date the entire Outstanding Principal Balance and accrued and unpaid interest on the Note, and any sums which are due and payable pursuant to the terms and provisions of the Note are due and payable by reason of the acceleration of the meturity of the Note.
- 3. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. Except as expressly modified hereby, the terms of the Mortgage, as previously amended, are and shall remain unmodified and in full force and effect.
- 4. This Amendment shall be effective as of the date first above written upon execution by the parties hereto. The date or dates of the acknowledgements indicate the date(s) of execution of this Amendment but execution is as of the above date, and for purposes of identification and reference the date of this Amendment is the above date.

[Signature page follows.]

0729731083 Page: 3 of 4

## **UNOFFICIAL COPY**

**IN WITNESS WHEREOF,** Mortgagor has caused these presents to be executed as of the day and year first above written.

#### **MORTGAGOR:**

LOOMIS-LAFLIN LOFTS, LLC,

an Illinois limited liability company

By: \_\_\_\_\_Steven A. Lipe, Managing Member

STATE OF ILLINOIS )
COUNTY OF COOK )

The undersigned, a Novary Public in and for said County, in the State aforesaid, does hereby certify that Steven A. Lipe, the Managing Member of Loomis-Laflin Lofts, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing 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 our oses therein set forth.

GIVEN under my hand and notarial seal, this ist day of October, 2007.

"OFFICIAL SEAL"
PUBLIC STATE OF
ILLINOIS COMMISSION EXPIRES 11/01/07

Notary Public

# 451756,3

0729731083 Page: 4 of 4

# **UNOFFICIAL COPY**

#### **EXHIBIT A**

### **LEGAL DESCRIPTION**

LOTS 1 TO 25, INCLUSIVE IN BLOCK 14 IN SAMPSON AND GREEN'S SUBDIVISION OF BLOCK 2 TO 6 AND 11 TO 14 ALL INCLUSIVE IN SAMPSON AND GREEN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST ½ OF SAID TRACT), ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1501 S. Laflin Street, Chicago, Illinois

P.I.N.: 17-20-127-001-0000 VOL. 6597

17-20-127-002-0000 VOL. 0597

1 County Clark's Office 17-20-127-003-0000 VOL. 0597

17-20-127-004-0000 VOL. 0597

17-20-127-005-0000 VOL. 0597

17-20-127-006-0000 VOL. 0597

17-20-127-007-0000 VOL. 0597

17-20-127-008-0000 VOL. 0597

17-20-127-009-0000 VOL. 0597

17-20-127-010-0000 VOL. 0597

17-20-127-011-0000 VOL. 0597

17-20-127-012-0000 VOL. 0597

17-20-127-013-0000 VOL. 0597

17-20-127-014-0000 VOL. 0597

17-20-127-015-0000 VOL. 0597