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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Horwood Marcus & Berk Chtd. 180 North LaSalle Street Suite 3700 Chicago, Illinois 60601 Attn: J. David Ballinger, Esq.



Doc#: 0733808334 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 12/04/2007 03:30 PM Pg: 1 of 4

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# SECOND MODIFICATION TO JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

THIS SECOND MODIFICATION TO MORTGAGE, ASSIGNMENT OF LEASES, AND RENTS, AND SECURITY AGREEMENT ("Modification") is made as of the 25<sup>th</sup> day of October, 2007, by COR( 210, LLC, an Illinois limited liability company ("Mortgagor") and AMERICAN CHARTERED BANK, an Illinois banking association (together with its successors and assigns "Bank").

#### <u>WITNESSECH</u>

- A. Mortgagor entered into that certain Junior Mortgage, Assignment of Leases and Rents and Security Agreement dated as of April 25, 2006, corded on May 8, 2006, as document number 0612833131, as amended by that Modification to Junior Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of April 25, 2007, in favor of Bank, as amended from time to time (the "Mortgage"); and
- B. The property encumbered by the Mortgage is commonly known as 210 East Ohio, Chicago, Illinois legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and
- C. The Mortgage secures the payment of the indebtedness of Mortgagor to Bank evidenced by the following notes: (i) that certain Mortgage Note dated May 12, 2005, by Mortgagor and Christine K. Chuning f/k/a Christine Chun in favor of Bank, in the maximum principal amount of \$920,000.00, as amended from time to time (the "Mortgage Note"), (ii) that certain Mortgage Note dated January 26, 2005, by CORU 21, LLC, an Illinois limited liability company and Christine K. Chuning f/k/a Christine Chun in favor of Bank, in the maximum principal amount of \$2,560,000.00, as amended from time to time ("21st Street Note"), (iii) that certain Mortgage Note dated April 25, 2006, by CORU 1701, LLC and Christine K. Chuning f/k/a Christine Chun in favor of Bank, in the maximum principal amount of \$1,500,000.00 ("CORU 1701 Note"), and (iv) that certain Mortgage Note dated April 25, 2006, by CORU 500,

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LLC and Christine K. Chuning f/k/a Christine Chun in favor of Bank, in the maximum principal amount of \$3,500,000.00 ("CORU 500 Note"). The Note, the 21st Street Note, the CORU 1701 Note, and the CORU 500 Note are secured by, among other things, the Mortgage, (a) that certain Mortgage, Assignment of Leases and Rents, and Security Agreement by CORU 21, LLC in favor of Bank, as amended from time to time (the "21st Street Mortgage"), (b) Mortgage, Assignment of Leases and Rents and Security Agreement securing the property commonly known as 210 E. Ohio, Chicago, Illinois, as amended from time to time ("210 Ohio Mortgage"); (c) Mortgage, Assignment of Leases and Rents and Security Agreement securing the property commonly known as 1701 South Clinton, Chicago, Illinois, as amended from time to time ("1701 Mortgage"); (d) Mortgage, Assignment of Leases and Rents and Security Agreement securing the property commonly known as 500 West 18<sup>th</sup> Street, Chicago, Illinois, as amended from time to time ("500 Mortgage"); and (e) Junior Mortgage, Assignment of Leases and Rents and Security Agreement securing the property consisting of approximately 16 acres located at 12100-12118 South Peorie. 12138-12142 South Peoria, 940 West 122nd, 958-960 West 122nd, Chicago, Illinois, Chicago, llinois, as amended from time to time ("121 Pullman Mortgage," which together with the Mortgage Note, the 21<sup>st</sup> Street Note, the CORU 1701 Note, the CORU 500 Note, the Mortgage, 210 Ohio Mortgage, 1701 Mortgage, and 500 Mortgage, each as amended, restated, extended and modified, and all other documents delivered in connection with these documents, collectively, the "Loan Documents").

D. Mortgagor has requested that the Bank amend the CORU 1701 Note to extend the Maturity Date to October 25, 2008, and Bank is willing to accommodate such requests, subject to the terms and conditions of this Modification. In addition, Mortgagor has requested that the Bank amend the CORU 500 Note to extend the Maturity Date to October 25, 2008, and Bank is willing to accommodate such requests, subject to the terms and conditions of this Modification.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Mortgage be and is hereby modified and amended Es follows:

- 1. Second Amended and Restated CORU 1701 Note. All references in the Mortgage and the Loan Documents to the CORU 1701 Note shall be deemed to refer to the Second Amended and Restated Mortgage Note dated the date hereof, in the maximum principal amount of \$2,000,000.00 (together with any amendments, modifications, extensions, renewals or replacements thereof "Second Amended and Restated CORU 1701 Note").
- 2. Second Amended and Restated CORU 500 Note. All references in the Mortgage and the Loan Documents to the CORU 500 Note shall be deemed to refer to the Second Amended and Restated Mortgage Note dated the date hereof, in the maximum principal amount of \$3,500,000.00 (together with any amendments, modifications, extensions, renewals or replacements thereof "Second Amended and Restated CORU 500 Note").
- 3. <u>Full Force and Effect</u>. The provisions of the Mortgage, as amended hereby, are in full force and effect and the Mortgage as so amended is hereby ratified and confirmed and all representations and warranties made therein remain true and correct as of the date hereof.

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- 4. <u>Priority</u>. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained or contained in the Loan Documents, as amended.
- 5. <u>Conflict</u>. In the event of conflict between any of the provisions of the Mortgage and this Modification, the provisions of this Modification shall control.
- 6. <u>Representations</u>. Mortgagor hereby renews, remakes and reaffirms the representations and warranties contained in the Mortgage and Loan Documents.
- 7. <u>Counterparts.</u> This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.
- 8. <u>Bind'no</u>. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEFEOF, this Modification has been duly executed as of the day and year first above written.

CORU 210, LLC, an Illinois limited liability company

Name: Obcisting

Its: Mainber

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

Given under my hand and official seal this

91 V day of October, 2007

(SEAL)

Official Seal Grna Marie Ulaszek Notary Public State of Illinois y Commission Expres 03/27/2011

My commission expires:

3/27/201

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### EXHIBIT A Legal Description

Lot 5 and 6 in the subdivision of Lots 42, 43, 44, 45, and 46 in Block 1 in the Subdivision of Block 31 in Kinzie's Addition to Chicago, in the East ½ of the Northwest ¼ of Section 10, Township 39, North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

210 East Ohio, Chicago, Illinois

PINo.:

Property of Cook County Clerk's Office 17-10-206-019-0000