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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

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File No. 27-5786



0812733105

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Cook County Recorder of Deeds
Date: 05/08/2008 10:35 AM Pg: 1 of 4

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SECOND MORTGAGE AMENDMENT FOR LOAN INCREASE

THIS SECOND MORTGAGE AMENDMENT FOR LOAN INCREASE (hereinafter referred to as the "Mortgage Amendment") is made as of the 26th day of March 2008, by and between **Jefferson Capital Group**, an Illinois Corporation (hereinafter referred to as "Mortgagor"), and **Mutual Bank**, a banking association having its principal office at 16540 South Halsted Street, Harvey, Illinois 60426 (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, reference is made to a certain Mortgage (the AMortgage@) dated June 26, 2006 by Mortgagor to Mortgagee, recorded June 30, 2006 in the Office of the Recorder of Cook County, Illinois as Document 0618118025, securing an indebtedness in the Original Principal Amount of \$4,720,000.00. The capitalized terms used in this Mortgage Amendment shall have the meaning ascribed in the Mortgage unless the context thereof shall clearly require otherwise.

WHEREAS, as provided in the Mortgage, the Mortgagor executed and delivered a Promissory Note in the principal amount of \$4,720,000.00 (the ANote@) executed by Jefferson Capital Group, an Illinois corporation (therein referred to as the ABorrower@) payable to the order of the Mortgagee and which Promissory Note is secured by the above-referenced Mortgage encumbering real property located at 925 Edgemere, Evanston, Illinois, legally described as:

A PARCEL OR TRACT OF LAND LYING IN LOT 12 IN KNOX=S RESUBDIVISION OF BLOCK 6 IN GIBBS LADD AND GEORGE=S ADDITION TO EVANSTON, AND IN THE SOUTH 2 OF THE SOUTH 2 OF THE NORTHWEST FRACTIONAL 1/4 (SOUTH OF LEE STREET) OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF EDMERE COURT 313.7 FEET (MEASURED ON THE EAST LINE) NORTHERLY FROM THE SOUTH LINE OF SAID 1/4 SECTION; AND RUNNING THENCE WEST TO THE CENTER OF EDMERE COURT FOR A PLACE OF BEGINNING; RUNNING THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID EDMERE COURT ON THE CENTER LINE THEREOF 140 FEET;

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THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID 1/4 SECTION TO THE WATER LINE OF LAKE MICHIGAN AS IT EXISTS FROM TIME TO TIME WHEN FREE FROM DISTURBING CAUSES; THENCE SOUTHERLY ALONG SAID WATER LINE TO A POINT IN A LINE DRAWN EAST AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION AND 313.7 FEET NORTHERLY THEREFROM (MEASURED ON THE EAST LINE OF SAID EDGEMERE COURT); THENCE WEST TO THE PLACE OF BEGINNING, (EXCEPT FROM SAID DESCRIBED TRACT OF LAND THE NORTH 70 FEET THEREOF) TOGETHER WITH RIPARIAN RIGHTS APPERTAINING TO SAID PARCEL OF LAND, IN COOK COUNTY, ILLINOIS.

PIN: 11-20-100-007-0000

(the "Real Estate"), together with other Mortgaged Property as described in the Mortgage.

WHEREAS, on June 28, 2007, the parties agreed to increase the mortgage indebtedness secured by the Mortgage by \$265,500.00;

WHEREAS, the Mortgagor has requested the Mortgagee to advance the additional principal sum of \$714,500.00 (the ALoan Increase@) to pay for loan costs;

NOW, THEREFORE, for and consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, the parties hereto agree as follows:

1. **PREAMBLE:** The recitals set forth in the preamble hereof are incorporated herein by this reference.

2. **PRESERVATION OF LIEN PRIORITY:** Nothing set forth in this Mortgage Amendment shall impair the lien of the Mortgage as heretofore existing. It is the intention of the parties that the priority of the Mortgage lien as currently exists shall continue in full force and effect. Further, it is the intention of the parties that the Loan Increase shall likewise be secured by the Mortgage and shall enjoy the same lien priority as the Mortgage; provided, however, if intervening lienholders shall have perfected a lien interest in part or all of the Mortgaged Property between the date hereof and the date of the Mortgage which results in a legally recognizable lien interest existing prior to the date hereof which is determined to have priority over the Loan Increase, the lien priority of the Original Principal Amount secured by the Mortgage shall remain as existed prior hereto and only the lien as it pertains to the Loan Increase shall be subject to the interest of any such intervening lienholder. In such event, all payments received by Mortgagee shall be applied first to the Loan Increase, and interest and other amounts due with respect thereto, before any such payments shall be applied to the Original Principal Amount described in the Mortgage and interest or other amounts secured by the Mortgage prior to this Mortgage Amendment.

3. **LOAN INCREASE:** Mortgagee is concurrently herewith making an additional advance in the amount of \$714,000.00 (the ALoan Increase@) to the Mortgagor, and the Mortgagor hereby agrees that the

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Mortgage shall hereafter secure an Indebtedness in the principal amount of \$5,700,000.00, which sum shall hereinafter constitute the AOriginal Principal Amount@ as specified in the Mortgage.

4. MORTGAGE AS SECURITY FOR NOTE: The Mortgagor and Mortgagee stipulate, acknowledge and agree that the Loan Increase, together with the principal indebtedness represented by the Promissory Note heretofore secured by the Mortgage in the amount of \$4,985,500.00 [having a current principal balance of \$4,985,500.00] shall be increased and evidenced by a Promissory Note (the ANew Note@) executed by the Borrower in favor of the Mortgagee in the principal amount of \$5,700,000.00. Accordingly, from and after the date hereof, the Mortgage shall secure an Indebtedness in the Original Principal Amount of \$5,700,000.00 and, except as expressly modified in this instrument, the Mortgage shall otherwise continue in full force and effect until the entire Indebtedness evidenced by the New Note secured by the Mortgage, as amended by this Mortgage Amendment, is paid in full.

5. MORTGAGOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS: All of the representations, warranties and covenants of the Mortgagor as set forth in the Mortgage or otherwise shall be deemed remade as of the date hereof to the same extent as if the same were expressly incorporated in this Mortgage Amendment.

6. CONTINUING EFFECT: Except as expressly amended by this Mortgage Amendment, all of the terms, covenants and conditions set forth in the Mortgage shall continue in full force and effect to the same extent as existed prior to execution of this Mortgage Amendment.

7. HEADINGS: The headings set forth herein are for convenience of reference only and shall not be deemed to impair, enlarge or otherwise affect the substantive meaning of any provision to which such heading may relate.

8. GOVERNING LAW; VENUE: This Mortgage Amendment, and all of the obligations of the parties arising hereunder, shall be governed, construed and interpreted in accordance with the laws of the State of Illinois (without giving effect to any Illinois "choice of law" principles which would require construction under the laws of a different jurisdiction), and Cook County, Illinois shall be deemed a proper venue for any action arising hereunder or in connection herewith.

9. COUNTERPARTS: This Mortgage Amendment may be executed in multiple counterparts, each one of which shall be deemed an original but all of which, taken collectively, shall be deemed a single instrument; provided, that this Mortgage Amendment shall not be enforceable against any party hereto unless all parties hereto have executed at least one (1) counterpart.

IN WITNESS WHEREOF, this Mortgage Amendment is executed as the free, voluntary and duly authorized acts of the undersigned for the purposes set forth herein effective as of the day and year first above written.

MORTGAGOR:

Jefferson Capital Group, Inc.

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By: *Diane Goldring Nesbitt*
Diane Goldring-Nesbitt, President

ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)



The foregoing instrument was acknowledged before me this 26th day of March 2008, by Diane Goldring-Nesbitt as President of Jefferson Capital Group, Inc., on behalf of said Corporation.

Anthony Ogbonna
Notary Public