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THIS INSTRUMENT PREPARED BY:
AND RECORD AND RETURN TO:

Alvin J. Helfgot
Deutsch, Levy & Engel, Chtd.
225 West Washington Street
Suite 1700
Chicago, IL 60606
(312) 346-1460



Doc#: 0819247187 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/10/2008 02:31 PM Pg: 1 of 5

ADDRESS OF PROPERTY:
350 & 358 W. Ontario
Chicago, IL

For Recorder's Use C

PINs: 17-09-127-017;
17-09-221-007; and
17-19-221-008.

4323996 1/2 Git

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE, made as of July 1, 2008 (this "Modification Agreement"), between ONTARIO WEST LLC, an Illinois limited liability company ("Mortgagor") and THE PRIVATEBANK AND TRUST COMPANY ("Mortgagee"):

RECITALS

Mortgagee made a \$8,250,000.00 loan (the "Loan") to Mortgagor and Erie West LLC, evidenced by a Promissory Note dated August 4, 2003 (the "Note").

Repayment of the Note is secured, in part, by that certain Mortgage (the "Mortgage") dated as of August 4, 2003 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 12, 2003, as Document No. 0322447048, which Mortgage encumbers certain real estate located in Cook County, Illinois that is legally described on Exhibit "A" attached hereto (the "Property").

The principal balance of the Loan has been reduced to \$5,000,000.00 and the maturity date of the Note has been extended until July 1, 2011, pursuant to an Amended and Restated Loan Agreement and an Amended and Restated Promissory Note of even date herewith.

The parties hereto desire to enter into this Modification Agreement for the purpose of modifying the Mortgage to accurately reflect that the Note, as amended and restated, is secured thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recital provisions are incorporated herein by reference and made a part hereof.

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2. The definition of the "Note" in the Mortgage is hereby amended to mean "that certain \$8,250,000 Promissory Note dated August 4, 2003, executed by Mortgagor and Erie West LLC to Mortgagee as amended and restated by the \$5,000,000.00 Amended and Restated Promissory Note dated July 1, 2008, executed by Mortgagor to Mortgagee, which Note is payable on or before July 1, 2011, and any and all extensions, renewals, modifications, amendments and replacements thereof.

3. Nothing herein contained shall in any manner whatsoever impair the Note, Mortgage, or any other loan documents executed pursuant thereto, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage, and all of the other loan documents, shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

4. Mortgagor represents and warrants to Mortgagee that, to the best of its knowledge, as of the date hereof, no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time or both, exists under the Note, the Mortgage, or any of the other loan documents.

Signature Page follows

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IN WITNESS WHEREOF, Mortgagor has executed this Modification Agreement as of the date and year set forth above.

ONTARIO WEST LLC

By: 
Barry Weinstein, Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that BARRY L. WEINSTEIN, MANAGER, of ONTARIO WEST LLC, personally known to me to be 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 the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 25 day of June, 2008.

Linda Pilkinton
 Notary Public

Commission expires: _____ 01/26/10 _____



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EXHIBIT AA@

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 4 IN YOUNG'S SUBDIVISION OF PART OF KINGSBURY TRACT BEING PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 1863 IN BOOK 162 PAGE 17, COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 9 IN BLOCK 11 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 10, 11 AND 12 IN BLOCK 11 IN BUTLER WRIGHT AND WEBSTER ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 350 West Ontario Street, Chicago, Illinois, 358 West Ontario Street, Chicago, Illinois,
Real Estate Tax Index No.: Parcel 1: 17-09-17-127-017, Parcel 2: 17-09-17-221-007,
Parcel 3: 17-09-17-221-008