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0831022055

Doc#: 0831022055 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/05/2008 02:13 PM Pg: 1 of 8

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Steven F. Ginsberg, Esq.
Levenfeld Pearlstein, LLC
Two North LaSalle Street
Suite 1300
Chicago, Illinois 60602

**AMENDMENT NO. 1 TO REAL ESTATE MORTGAGE AND
ASSIGNMENT OF RENTS AND LEASES**

Amendment No. 1 to Real Estate Mortgage and Assignment of Rents and Leases (this "Amendment") dated as of August 7, 2008, made by **EE DEVELOPMENT LLC**, an Illinois limited liability company ("EE Development") and **CHICAGO TITLE LAND TRUST COMPANY**, not personally but as Trustee under Trust No. 01-041194 dated September 8, 2004 (together with EE Development, the "Mortgagor") in favor of **NATIONAL CITY BANK** ("Lender"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof.

P R E A M B L E:

Borrower gave to Lender that certain Real Estate Mortgage dated February 7, 2007 and recorded February 9, 2007 as Document No. 0704044040 in Cook County, IL (the "Mortgage"). Borrower also gave to Lender that certain Assignment of Rents and Lease, dated February 7, 2007 and recorded February 9, 2007 as Document No. 0704044041 in Cook County, IL (the "Assignment"). Mortgagor has requested that Lender modify Lender's existing financing of Mortgagor. Lender has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Lender this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. The first paragraph of the Mortgage is hereby amended to reflect that the Note has been amended since the date of Mortgage execution by that certain: (i) Amendment No. 1 to Commercial Note dated the same date of this Amendment (the "Note Amendment").
2. The first paragraph of the Mortgage is hereby amended to reflect that the principal amount of the indebtedness evidenced by the Note is reduced to Seven Million Seven Hundred Fifty-Five Thousand Nine Hundred Seventy and No/100 Dollars (\$7,800,737.00).
3. The first paragraph of the Mortgage is hereby amended to reflect a maturity date of January 7, 2009.
4. The maximum amount secured by the Mortgage shall not exceed three times the face amount of the Note.

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5. All references to the "Mortgage" in the Mortgage and in the Assignment shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

6. All references to the "Assignment" in the Mortgage and in the Assignment shall mean the "Assignment" as amended by this Amendment and as may be further amended and/or restated from time to time.

7. All references to the "Note" in the Mortgage and in the Assignment shall mean the "Note" as amended by the Note Amendment and as may be further amended and/or restated from time to time.

8. In all other respects, the Mortgage and the Assignment are hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage and/or the Assignment shall have the same meanings herein as therein.

(Signature page follows)

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

MORTGAGOR:

EE DEVELOPMENT LLC, an Illinois limited liability company

By: _____
Name: Mark Hunt
Title: Manager

By: _____
Name: John Perzakis
Title: Manager

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under Trust No. 01-041194 dated September 8, 2004

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

MORTGAGOR:

EE DEVELOPMENT LLC, an Illinois limited liability company

By: [Signature]
Name: Mark Hunt
Title: Manager

By: _____
Name: John Terzakis
Title: Manager

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under Trust No. 01-041194 dated September 8, 2004



By: [Signature]
Name: _____
Title: ASST VP

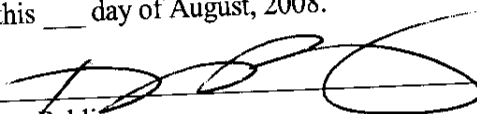
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

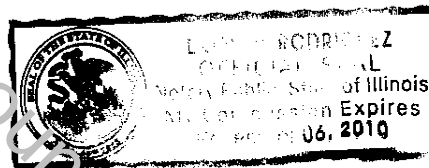
BEFORE ME, a Notary Public in and for said County and State, personally appeared Mark Hunt, by me known to be the Manager of EE DEVELOPMENT LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of such limited liability company, and who, being duly sworn, stated that he, being authorized so to do, signed and delivered the foregoing Amendment No. 1 to Real Estate Mortgage and Assignment of Rents and Leases as such Officer of such limited liability company, as his own free and voluntary act and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and Notary Seal this ___ day of August, 2008.



 Notary Public

My Commission expires: 11/06/2010



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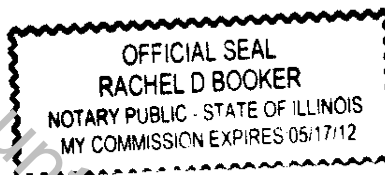
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared John Terzakis, by me known to be the Manager of EE DEVELOPMENT LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of such limited liability company, and who, being duly sworn, stated that he, being authorized so to do, signed and delivered the foregoing Amendment No. 1 to Real Estate Mortgage and Assignment of Rents and Leases as such Officer of such limited liability company, as his own free and voluntary act and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and Notary Seal this 15th day of ^{Sept} ~~August~~, 2008.

Rachel D Booker
 Notary Public

My Commission expires: 5-17-12



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared J.C. MICHEL, by me known to be the ASST VP of Chicago Title Land Trust Company, not personally but as Trustee under Trust No. 01-041194 dated September 8, 2004, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST VP of such ~~limited liability company~~, and who, being duly sworn, stated that he/she, being authorized so to do, signed and delivered the foregoing Amendment No. 1 to Real Estate Mortgage and Assignment of Rents and Leases as such ASST VP of such trust company as his/her own free and voluntary act and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and Notary Seal this 15 day of August, 2008. **SEP 15 2008**

Nancy A. Carlin
Notary Public
"OFFICIAL SEAL"
NANCY A. CARLIN
Notary Public, State of Illinois
My Commission Expires 04/14/10 My Commission expires: _____

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 29, 30, 31, 32, 33, 34 AND 35 (EXCEPT THE EAST 147.00 FEET THEREOF) IN THE SUBDIVISION OF THE WEST ½ OF LOTS 20 TO 24 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-33-300-012-0000

PARCEL 2:

THE WEST ½ OF LOTS 6, 7 AND 8 IN CIRCUIT COURT PARTITION OF THE WEST ½ OF LOT 25 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 14-33-300-011-0000

COMMONLY KNOWN AS: 1931-1947 NORTH HALSTED, CHICAGO, ILLINOIS