



Doc#: 0831145091 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/06/2008 03:22 PM Pg: 1 of 4

This Instrument Prepared by  
and after Recording Return to:

K. O. Meehan  
Gould & Ratner LLP  
222 N. LaSalle St.  
Chicago, IL 60601

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## SECOND MORTGAGE MODIFICATION AGREEMENT

This Second Modification Agreement ("Agreement") is made as of June 30, 2008, between the Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Trustee under Trust Agreement dated September 30, 2002 and known as Trust No. 130240/("Trustee"), 171 N. Clark Street, Chicago, Illinois 60601 ("Mortgagor"), and Henry Crown Grandchildren Trust under Trust Agreement dated July 2, 1963, Geoffrey F. Grossman, Trustee ("Lender"), 222 N. LaSalle Street, Suite 2000, Chicago, Illinois 60601 ("Mortgagee").

### RECITALS

A. Mortgagor executed and delivered to Mortgagee a certain Note dated March 1, 2005, in the principal amount of \$1,000,000.00 and maturing February 28, 2008 ("Note").

B. The Note is secured by a mortgage ("Mortgage"), dated March 1, 2005, and recorded April 11, 2005, as Document 0510112123 in the office of the Recorder of Deeds of Cook County, Illinois, encumbering the interest of Mortgagee in the property commonly known as 1858, 1860 and 1864 N. Orchard, Chicago, Illinois 60614, and legally described in Exhibit "A" attached hereto and made a part hereof.

C. The Mortgage was modified by First Mortgage Modification Agreement dated as of February 28, 2008 extending the maturity date from February 28, 2008 to June 30, 2008 and changing the interest rate.

D. The parties desire to modify the Mortgage to change the maturity date and the interest rate.

NOW, THEREFORE, in consideration of the mutual undertakings herein stated, the parties agree as follows:

1. Effective as of June 30, 2008, the Mortgage is hereby amended by changing the maturity date from June 30, 2008 to June 30, 2017.

2. Effective as of June 30, 2008, the Note is hereby amended by changing the

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interest rate to 3.17% per annum, compounded semi-annually.

3. Effective as of June 30, 2008, interest only shall be payable as follows:

\$15,938.23 interest only on January 1, 2009;

\$15,850.00 on July 1, 2009 and on each January 1 and July 1 thereafter for 16 consecutive semi-annual installments.

4. A final payment of principal and interest of \$1,015,632.88 shall be due on June 30, 2017.

5. Except as modified by this Agreement, the Mortgage is hereby ratified and confirmed. The parties agree that the Mortgage, as modified herein, remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

### MORTGAGOR:

Chicago Title Land Trust Company, as  
Successor Trustee to LaSalle Bank National  
Association, as Trustee under Trust Agreement  
Agreement dated September 30, 2002 and known  
known as Trust No. 130240 and not personally

BY: [Signature]  
Its: Trust Officer



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

### MORTGAGEE:

Henry Crown Grandchildren Trust under Trust  
Agreement dated July 2, 1963

BY: [Signature]  
Geoffrey F. Grossman, Trustee

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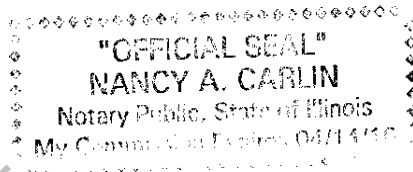
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harriet Denisewicz <sup>Trust Officer</sup> ~~President~~ of Chicago Title Land Trust Company, and \_\_\_\_\_, ~~Secretary thereof~~ <sup>Secretary</sup>, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer~~ <sup>Trust Officer</sup> ~~President and~~ ~~Secretary~~ respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ <sup>Trust Officer</sup> ~~Secretary~~ then and there acknowledge that he/she, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said corporation to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation, pursuant to authority given by the Board of Directors, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30 day of October, 2008

Nancy A. Carlin  
Notary Public

My Commission Expires:  
\_\_\_\_\_



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that GEOFFREY F. GROSSMAN, Trustee of the Henry Crown Grandchildren Trust, 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, sealed and delivered the said instrument as his free and voluntary act as the free and voluntary act of the said Trust for the uses and purposes therein set forth.

Subscribed and sworn to before me this 6th day of October, 2008.

Karen Osiecki Meehan  
Notary Public

My commission expires:  
2-21-2011



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## EXHIBIT "A"

### Parcel 1:

Lot 2 in Huschke, Tews and Strehlows Subdivision of the North 88 feet of the South 132 feet of the East ½ of Lot 21 in Block 2 of Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 14-33-301-081  
Address: 1858 N. Orchard, Chicago, Illinois

### Parcel 2:

Lot 1 in Huschke, Tews and Strehlows Subdivision of the North 88 feet of the South 132 feet of the East ½ of Lot 21 in Block 2 of Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 14-33-301-082  
Address: 1860 N. Orchard, Chicago, Illinois

### Parcel 3:

The South 24.06 feet (24-3/4 feet rec.) of the North 66 feet of the East Quarter of Lot 21 in Block 2 in Sheffield's Addition of Chicago in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 14-33-301-083  
Address: 1864 N. Orchard, Chicago, Illinois