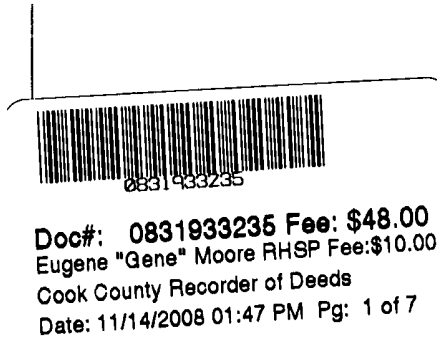


UNOFFICIAL COPY

136611
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.



BOX 441

136611

FIRST MODIFICATION TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

THIS FIRST MODIFICATION TO MORTGAGE, ASSIGNMENT OF LEASES, AND RENTS, AND SECURITY AGREEMENT ("Modification") is made as of the 1st day of November, 2008, by RENAISSANCE 21 VENTURE, L.L.C., an Illinois limited liability company ("Mortgagor") and AMERICAN CHARTERED BANK, an Illinois banking association (together with its successors and assigns "Bank").

WITNESSETH

A. Mortgagor entered into that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of November 20, 2007 and recorded with the Cook County Recorder of Deeds as Document Number 0732705102 in favor of Bank (the "Mortgage") and an affiliate of Mortgagor, CORU 21, LLC, an Illinois limited liability company, entered into that Mortgage, Assignment of Leases and Rents and Security Agreement dated as of November 20, 2007 and recorded with the Cook County Recorder of Deeds as Document Number 0732705103 ("Additional Mortgage"); and

B. The property is encumbered by the Mortgage is commonly known as the 5.5 acres located at 21st and Jefferson, Chicago, Illinois legally described on Exhibit A attached hereto and made a part hereof (the "Property") and the Additional Mortgage is approximately 1.9 acres located at 21st and Jefferson, Chicago, Illinois ("Additional Property"); and

C. The Mortgage and Additional secures the payment of the indebtedness of Mortgagor to Bank evidenced by the following notes: (i) that certain Mortgage Note dated November 20, 2007, by Mortgagor in favor of Bank, in the maximum principal amount of \$4,000,000.00 ("Note"). The Note is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, and Security Agreement by Mortgagor in favor of Bank (the "Mortgage"), that certain Mortgage, Assignment of Leases and Rents, and Security Agreement by CORU 21, LLC in favor of Bank (the "21st Street Mortgage"), together with all other

gab

UNOFFICIAL COPY

documents, instruments and agreements entered into or delivered in connection with the Loan Agreement (collectively, the "Loan Documents");

D. Mortgagor has requested that the Bank (i) extend the term to August 31, 2009, (ii) increase the Interest Rate to Prime plus 50 basis points, and (iii) to pledge additional collateral in the form of certificates of deposit, 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 as follows:

1. Amended and Restated Revolving Note. All references in the Mortgage to the Note shall be deemed to refer to the Amended and Restated Mortgage Note dated the date hereof, in the maximum principal amount of \$4,000,000.00 (together with any amendments, modifications, extensions, renewals or replacements thereof "Amended and Restated Mortgage Note").

2. Full Force and Effect. 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.

3. Priority. 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.

4. Conflict. In the event of conflict between any of the provisions of the Mortgage and this Modification, the provisions of this Modification shall control.

5. Representations. Mortgagor hereby renews, remakes and reaffirms the representations and warranties contained in the Mortgage and Loan Documents.

6. Counterparts. 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.

7. Binding. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

UNOFFICIAL COPY

EXHIBIT A
Legal Description

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY

Commitment Number: 136611-CILC

**SCHEDULE C
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

TRACT 1 - SALE PARCEL**PARCEL 1:**

LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOTS 5 TO 8 INCLUSIVE IN J.B. GEST'S SUBDIVISION OF THAT PART NORTH OF 21ST STREET OF LOT 4 IN BLOCK 38 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN JOHN B. GEST'S SUBDIVISION OF THAT PART NORTH OF 21ST STREET OF LOT 4 IN BLOCK 38 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

LOTS 19 TO 22, 25 TO 28, 31 TO 34, 37 TO 40, 43 TO 46, 49 TO 52, 55 TO 58 AND 61 TO 64, TOGETHER WITH ALL OF THE NORTH AND SOUTH VACATED ALLEY, 14 FEET WIDE, LYING EAST OF AND ADJOINING LOTS 19, 22, 25, 28, 31, 37, 40, 43, 49, 52, 55, 58, 61 AND 64 AND WEST OF AND ADJOINING LOTS 20, 21, 26, 27, 32, 33, 38, 39, 44, 45, 50, 51, 56, 57, 62 AND 63; ALL IN THE SUBDIVISION OF LOT 1 IN BLOCK 38 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND SO MUCH OF THE SOUTHEAST QUARTER AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 4 IN BLOCK 38 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 4 ON THE SOUTH LINE OF 21ST STREET AND RUNNING; THENCE SOUTH ON THE WEST LINE OF JEFFERSON STREET, 140 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF 21ST STREET, 234 FEET AND 1 7/8 INCHES; THENCE NORTH PARALLEL WITH THE WEST LINE OF JEFFERSON STREET, 140 FEET TO THE SOUTH LINE OF 21ST STREET; THENCE EAST TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT 4 IN BLOCK 38 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 4 (BEING THE WEST LINE OF VACATED SOUTH JEFFERSON STREET), 295 FEET NORTH OF THE NORTH LINE OF WEST 22ND STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID WEST 22ND STREET, A DISTANCE OF 233.96 FEET; THENCE NORTH 71.84 FEET TO A POINT 234.03 FEET WEST OF THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID WEST 22ND STREET, A DISTANCE OF 234.04 FEET TO A POINT ON THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET, A DISTANCE OF 71.84 FEET TO THE POINT OF BEGINNING).

UNOFFICIAL COPY

SCHEDULE C

(Continued)

Commitment Number: 136611-CILC

ALSO

THAT PART OF LOT 4 IN BLOCK 38 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 4 (BEING THE WEST LINE OF VACATED SOUTH JEFFERSON STREET), 366.84 FEET NORTH OF WEST 22ND STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 22ND STREET, A DISTANCE OF 234.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST PARALLEL WITH THE NORTH LINE OF SAID WEST 22ND STREET, A DISTANCE OF 129.71 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 129.78 FEET TO A POINT ON THE SOUTH LINE OF VACATED WEST 21ST STREET; THENCE EAST ALONG THE SOUTH LINE OF SAID VACATED WEST 21ST STREET, A DISTANCE OF 129.70 FEET TO A POINT 234.16 FEET WEST OF THE WEST LINE OF SAID VACATED SOUTH JEFFERSON; THENCE SOUTH, A DISTANCE OF 129.43 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE WEST HALF OF VACATED S. JEFFERSON STREET, 66 FEET WIDE, LYING SOUTH OF AND ADJOINING THE WESTWARD PROLONGATION OF SAID SOUTH LINE OF VACATED WEST 20TH PLACE AND NORTH OF AND ADJOINING A LINE WHICH IS 366.84 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 22ND STREET;

ALSO

ALL OF THAT PORTION OF VACATED WEST 21ST STREET, 60 FEET WIDE, WHICH PORTION LIES WEST OF AND ADJOINING THE WEST LINE OF S. JEFFERSON STREET, (AS SAID WEST LINE IS EXTENDED THROUGH SAID W. 21ST STREET) AND EAST OF AND ADJOINING THE SOUTHWARD EXTENSION OF THE CENTER LINE OF VACATED S. DES PLAINES STREET, AS EXTENDED SOUTHWARD TO THE SOUTH LINE OF VACATED W. 21ST STREET;

ALSO

THAT PORTION OF THE EAST HALF OF VACATED S. DES PLAINES STREET, 50 FEET WIDE, WHICH PORTION LIES NORTH OF AND ADJOINING THE NORTH LINE OF VACATED W. 21ST STREET, AS SAID NORTH LINE IS EXTENDED THROUGH SAID VACATED S. DES PLAINES STREET, AND LYING SOUTH OF AND ADJOINING THE EASTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 59 IN THE SUBDIVISION OF LOT 1 IN BLOCK 38 OF CANAL TRUSTEES' SUBDIVISION, AFORESAID;

ALSO

THE SOUTH HALF OF VACATED W. 21ST STREET, 60 FEET WIDE, LYING WEST OF AND ADJOINING THE CENTER LINE OF VACATED S. DES PLAINES STREET EXTENDED SOUTHWARD TO THE SOUTH LINE OF SAID VACATED W. 21ST STREET AND LYING EAST OF AND ADJOINING THE NORTHWARD EXTENSION OF THE WEST LINE OF LOT 4 IN BLOCK 38 IN SAID CANAL TRUSTEES' SUBDIVISION; ALL IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 TO 4 FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENT DATED FEBRUARY 29, 2000 AND RECORDED APRIL 28, 2000 AS DOCUMENT NUMBER 00300044 AND RERECORDED JANUARY 31, 2005 AS DOCUMENT 0503133180 OVER AND UPON:

THE EAST 1/2 OF VACATED JEFFERSON STREET ADJACENT TO LOT 3 IN BLOCK 37 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF

UNOFFICIAL COPY

SCHEDULE C (Continued)

Commitment Number: 136611-CILC

THE SOUTH BRANCH OF THE CHICAGO RIVER IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTH 12 FEET OF VACATED 20TH PLACE ADJACENT TO LOT 3 AFORESAID AND EXTENDING TO THE WESTERN MOST BOUNDARY OF SAID EASEMENT.

PIN:

- 17-21-323-005-0000
- 17-21-323-006-0000
- 17-21-323-007-0000
- 17-21-323-008-0000
- 17-21-323-009-0000
- 17-21-323-010-0000
- 17-21-323-011-0000
- 17-21-323-012-0000
- 17-21-323-013-0000
- 17-21-323-018-0000
- 17-21-323-029-0000
- 17-21-323-030-0000
- 17-21-323-038-0000
- 17-21-323-039-0000
- 17-21-330-007-0000

CKA: 2040 SOUTH JEFFERSON, CHICAGO, IL, 60616