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**PREPARED BY AND WHEN
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Doc#: 0935103023 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/17/2009 11:59 AM Pg: 1 of 7

**AMENDMENT NO. 1 TO AMENDED AND RESTATED MORTGAGE AND
SECURITY AGREEMENT - SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT
CORP.**

(4014 West Fullerton, Chicago, Illinois)

Amendment No. 1 to Amended and Restated Mortgage and Security Agreement dated as of November 12, 2009, made by **SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP.** ("Mortgagor") in favor of **COLE TAYLOR BANK** ("Mortgagee"). 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:

Mortgagor gave to Mortgagee that certain Amended and Restated Mortgage and Security Agreement dated April 29, 2005, which was recorded on June 9, 2005 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 0516002008 (the "Mortgage"). Mortgagor and 2470 North Milwaukee Corp. ("2470") have requested Mortgagee to modify certain terms and conditions of its existing financing to Mortgagor and 2470. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee 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. Sections 1.01 through 1.03 of the Mortgage are amended to read as follows:

"1.01 Notes. Pursuant to that certain Amended and Restated Loan and Security Agreement dated as of April 29, 2005, as amended from time to time, including, without limitation, as of the date of Amendment No. 1 to this Mortgage, entered into by and among Mortgagee, 2470 and Mortgagor (said Amended and Restated Loan and Security Agreement, as may be amended or restated from time to time, shall be hereinafter referred to as the "SRE Loan Agreement"), that certain Second Consolidated, Amended and Restated Term Note (such note, as may from time to time be amended, modified,



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substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "SRE Note") in the principal amount of \$10,790,962.69, payable, along with interest, and maturing as specified in the SRE Note has been executed and delivered by Mortgagor, 2470 and Chicago Title Land Trust Company, as successor trustee to LaSalle Bank National Association, as Trustee under Trust Agreement dated July 1, 1999 and known as Trust No. 122560 (the "Land Trustee") to Mortgagee.

Pursuant to that certain Amended and Restated Loan and Security Agreement dated as of April 29, 2005, as amended from time to time, including, without limitation, as of the date of Amendment No. 1 to this Mortgage, entered into by and among Silver-Touhy, LLC ("Silver-Touhy"), 2470 and Mortgagee (said Amended and Restated Loan and Security Agreement, as may be amended or restated from time to time, shall be hereinafter referred to as the "Silver-Touhy Loan Agreement"), that certain Amended and Restated Term Note (such note, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Silver-Touhy Note") in the principal amount of \$3,816,891.39, payable, along with interest, and maturing as specified in the Silver-Touhy Note has been executed and delivered by Silver-Touhy, 2470 and North Star Trust Company, as successor trustee to Banco Popular North America, as successor trustee to Capital Bank And Trust, as Trustee under Trust Agreement dated April 1, 1993 and known as Trust No. 2426 (the Silver-Touhy Trustee") to Mortgagee.

Pursuant to that certain Loan and Security Agreement dated as of April 29, 2006, as amended from time to time, including, without limitation, as of the date of Amendment No. 1 to this Mortgage, entered into by and between Logan Square Aluminum Supply, Inc. ("Logan") and Mortgagee (said Loan and Security Agreement, as may be amended or restated from time to time, shall be hereinafter referred to as the "Logan Loan Agreement")(the Logan Loan Agreement, the SRE Loan Agreement and the Silver-Touhy Loan Agreement are sometimes hereinafter individually and collectively referred to as the "Loan Agreement"), that certain Conversion Note (such note, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Logan Note") (the Logan Note, the SRE Note and the Silver-Touhy Note are sometimes hereinafter individually and collectively referred to as the "Note") in the principal amount of \$500,000.00, payable, along with interest, and maturing as specified in the Logan Note has been executed and delivered by Logan to Mortgagee.

1.02 Guaranties. Pursuant to those certain guaranties entered into by Mortgagor dated as of the date of this Mortgage (said guaranty, as confirmed, reaffirmed and amended and as may from time to time be further extended, amended, modified, substituted, restated, confirmed and/or reaffirmed shall be referred to individually as the "2470 Guaranty" and collectively, as the "2470 Guaranties"), Mortgagor guaranteed all of the indebtedness, obligations and liabilities of 2470 and the Land Trustee to Mortgagee, whether now existing or hereafter arising, and howsoever created, arising or evidenced.

Pursuant to that certain guaranty entered into by Mortgagor dated as of the date of Amendment No. 1 to this Mortgage (said guaranty, as confirmed, reaffirmed and amended and as may from time to time be further extended, amended, modified, substituted, restated, confirmed and/or reaffirmed shall be referred to as a "Silver-Touhy Guaranty" and collectively as the "Silver-Touhy Guaranties"), Mortgagor guaranteed all of the indebtedness, obligations and liabilities of Silver-Touhy and the Silver-Touhy

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Trustee to Mortgagee, whether now existing or hereafter arising, and howsoever created, arising or evidenced.

Pursuant to that certain guaranty entered into by Mortgagor dated as of the date of Amendment No. 1 to this Mortgage (said guaranty, as confirmed, reaffirmed and amended and as may from time to time be further extended, amended, modified, substituted, restated, confirmed and/or reaffirmed shall be referred to as the "Logan Guaranty") (the Logan Guaranty, each 2470 Guaranty and each Silver-Touhy Guaranty are sometimes hereinafter individually and collectively referred to as the "Guaranty"), Mortgagor guaranteed all of the indebtedness, obligations and liabilities of Logan to Mortgagee, whether now existing or hereafter arising, and howsoever created, arising or evidenced.

1.03 This Mortgage To induce Mortgagee to (A) enter into the SRE Loan Agreement, the Silver-Touhy Loan Agreement and the Logan Loan Agreement and (B) make the loans which are the subject of each Note, and as security for the repayment of each Note, the payment and performance of each Guaranty and payment and performance of all other indebtedness, obligations and liabilities of Mortgagor, Logan, Silver-Touhy, the Land Trustee, the Silver-Touhy Trustee and/or 2470 to Mortgagee, howsoever created, arising or evidenced, and whether now existing or hereafter arising, including, but not limited to, under any Loan Agreement and any document entered into or given pursuant to any Loan Agreement (all of the indebtedness, liabilities and obligations referenced in this Section shall be collectively referred to as the "Obligations"), Mortgagor has agreed to execute and deliver to Mortgagee this Mortgage. This Mortgage is given as equal security for all of the Obligations without preference or priority of any part of the Obligations by reason of priority of time or of the negotiation thereof or otherwise."

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

3. In all other respects, the Mortgage is 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 shall have the same meanings herein as therein.

SILVER REAL ESTATE MANAGEMENT
AND DEVELOPMENT CORP.

By: 

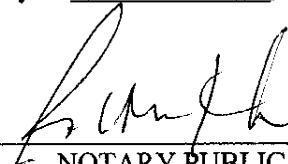
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

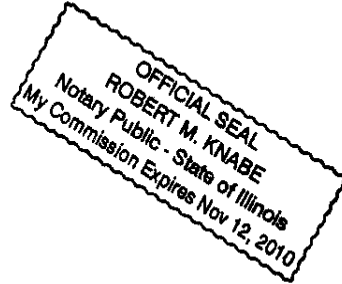
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Oliver Silvera Pres of Silver Real Estate Management and Development Corp. personally is known to me to be the same person whose name is subscribed to the foregoing instrument as such he, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of November, 2009.



NOTARY PUBLIC

My Commission Expires:



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EXHIBIT A

PARCEL 1:

THE SOUTH 150 FEET OF THE NORTH 400 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY (SAID RIGHT OF WAY BEING 200 FEET WIDE) EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR NORTH CRAWFORD AVENUE, IN COOK COUNTY, ILLINOIS

PARCEL 2 - 'A':

THAT PART OF THE STRIP OF LAND, 100 FEET WIDE, CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 2, 1885, AS DOCUMENT NUMBER 596933, LYING EAST OF AND ADJOINING THE ORIGINAL RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, ACROSS THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING ON THE EASTERLY LINE OF THE 100 FOOT STRIP OF LAND CONVEYED BY SAID DOCUMENT NUMBER 596933, AT A POINT 265.72 FEET, AS MEASURED ALONG SAID EASTERLY LINE, NORTHWEST FROM THE POINT OF INTERSECTION OF SAID EASTERLY LINE WITH THE NORTH LINE OF THE SOUTH 33.00 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, AND RUNNING THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 285.44 FEET, A DISTANCE OF 87.92 FEET TO A POINT OF COMPOUND CURVE, WHICH IS 39.91 FEET, AS MEASURED PERPENDICULARLY, NORTHEASTERLY FROM THE ORIGINAL EASTERLY RIGHT OF WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE CONTINUING NORTH WESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEY TO THE SOUTHWEST AND HAVING A RADIUS OF 207.12 FEET, A DISTANCE OF 65.18 FEET TO A POINT OF COMPOUND CURVE WHICH IS 11.99 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM SAID ORIGINAL EASTERLY RIGHT OF WAY LINE; THENCE CONTINUING NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 376.83 FEET, A DISTANCE OF 57.13 FEET TO A POINT ON SAID ORIGINAL EASTERLY RIGHT OF WAY LINE, WHICH IS 407.10 FEET AS MEASURED ALONG SAID RIGHT OF WAY LINE, NORTHWESTERLY FROM THE POINT OF INTERSECTION OF SAID RIGHT OF WAY LINE WITH SAID NORTH LINE OF THE SOUTH 33.0 33.0 33.0 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27; THENCE NORTHWESTWARDLY ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 114.59 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 415.78 FEET, A DISTANCE OF 83.26 FEET TO A POINT OF COMPOUND CURVE, WHICH IS 35.64 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM SAID ORIGINAL RIGHT OF WAY LINE; THENCE CONTINUING SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 334.62 FEET, A DISTANCE OF 100.98 FEET TO A POINT ON SAID EASTERLY LINE OF THE 100 FOOT STRIP CONVEYED BY DOCUMENT NUMBER 596933, WHICH IS 140.30 FEET, AS MEASURED ALONG SAID

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EASTERLY LINE, NORTHWEST FROM THE POINT OF BEGINNING AND THENCE SOUTHEASTWARDLY ALONG THE EASTERLY LINE OF SAID STRIP OF LAND, SAID DISTANCE OF 140.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2 - "B":

THAT PART OF THE STRIP OF LAND 100 FEET WIDE, CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 2, 1885, AS DOCUMENT NUMBER 596933, LYING EAST OF AND ADJOINING THE ORIGINAL RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, ACROSS THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 33.0 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, WITH THE EASTERLY LINE OF THE 100 FOOT STRIP OF LAND CONVEYED BY SAID DOCUMENT NUMBER 596933, AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 33.0 FEET, A DISTANCE OF 106.53 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF SAID ORIGINAL RIGHT OF WAY; THENCE NORTHWESTWARDLY ALONG SAID ORIGINAL EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 312.43 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 232.12 FEET, A DISTANCE OF 39.04 FEET TO A POINT OF COMPOUND CURVE WHICH IS 19.31 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM SAID EASTERLY RIGHT OF WAY LINE; THENCE CONTINUING SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 310.44 FEET, A DISTANCE OF 114.62 FEET TO A POINT ON THE EASTERLY LINE OF SAID 100 FOOT STRIP CONVEYED BY SAID DOCUMENT 596933, WHICH IS 234.79 FEET, AS MEASURED ALONG SAID EASTERLY LINE, NORTHWEST FROM THE POINT OF BEGINNING, AND THENCE SOUTHEASTWARDLY ALONG SAID EASTERLY LINE, SAID DISTANCE OF 234.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARTIES 2-'A' AND 2-'B', AS CREATED BY GRANT FROM CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD COMPANY TO THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INCORPORATED, DATED APRIL 1, 1965 AND RECORDED APRIL 9, 1965 AS DOCUMENT NUMBER 19430394, FOR PASSAGEWAY OVER 25 FOOT WIDE PARCEL OF LAND, ACROSS THAT PART OF A STRIP OF LAND, 100 FEET WIDE, CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 2, 1885, AS DOCUMENT NUMBER 596933, LYING EAST OF AND ADJOINING THE ORIGINAL RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD, ACROSS THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN THOSE CERTAIN PARCELS 'A' AND 'B' AS CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON OCTOBER 28, 1964 AS DOCUMENT NUMBER 19287460, IN COOK COUNTY, ILLINOIS

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PARCEL 4:

A STRIP OF LAND 100 FEET IN WIDTH AND LYING NEXT TO, EAST OF, AND ADJOINING THE RIGHT OF WAY OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; OTHERWISE KNOWN AS BLOCK NO. 1, OF "PENNOCK" AS RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY NOVEMBER 7, 1883, IN BOOK 18 OF PLATS ON PAGE 62; SAID STRIP TO EXTEND FROM THE NORTH SIDE OF FULLERTON AVENUE TO THE CENTER LINE OF WRIGHTWOOD AVENUE, (EXCEPT WRIGHTWOOD AVENUE) IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-27-402-018-0000, 13-27-402-030-0000, and 13-27-414-005-0000

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