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Doc#: 1000547077 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/05/2010 01:36 PM Pg: 1 of 7

PERMANENT TAX INDEX NUMBER:

14-07-421-013-0000

PROPERTY ADDRESS:

4853 North Ravenswood Avenue
Chicago, Illinois

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SECOND AMENDMENT TO REVOLVING MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

This SECOND AMENDMENT TO REVOLVING MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made as of November 20, 2009, by and between 4853 NORTH RAVENSWOOD, LLC, an Illinois limited liability company (the "Mortgagor"), and FIRST CHICAGO BANK & TRUST, an Illinois banking corporation, its successors and assigns (the "Lender").

RECITALS:

A. Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of September 29, 2008 (as amended, restated or replaced from time to time, the "Loan Agreement"), executed by and among (i) GO CYCLE SPORTS LLC, an Illinois limited liability company ("Go Cycle LLC"), GOOSE ISLAND BOATYARD, LLC, an Illinois limited liability company ("Goose Island LLC"), HELTZER REAL ESTATE, LLC, an Illinois limited liability company ("Heltzer LLC"), the Mortgagor and STAY, INC., an Illinois corporation ("Stay Inc."; Go Cycle LLC, Goose Island LLC, Heltzer LLC, the Mortgagor and Stay Inc. are collectively referred to in this Amendment as the "Borrowers"), jointly and severally, and (ii) the Lender, the Lender agreed to loan to the Borrowers:

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(i) the maximum principal amount of **THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS** (\$350,000.00) (the "**Go Cycle Revolving Loan**"), which Go Cycle Revolving Loan is evidenced by that certain Replacement Go Cycle Revolving Note dated as of September 29, 2009 (as amended, restated or replaced from time to time, the "**Go Cycle Revolving Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of the Go Cycle Revolving Loan and due on September 29, 2010;

(ii) the maximum principal amount of **TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS** (\$250,000.00) (the "**Goose Island Revolving Loan**"), which Goose Island Revolving Loan is evidenced by that certain Replacement Goose Island Revolving Note dated as of September 29, 2009 (as amended, restated or replaced from time to time, the "**Goose Island Revolving Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of the Goose Island Revolving Loan and due on September 29, 2010;

(iii) the maximum principal amount of **TWO HUNDRED THOUSAND AND 00/100 DOLLARS** (\$200,000.00) (the "**Stay Inc. Revolving Loan**"), which Stay Inc. Revolving Loan is evidenced by that certain Replacement Stay Inc. Revolving Note dated as of September 29, 2009 (as amended, restated or replaced from time to time, the "**Stay Inc. Revolving Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of the Stay Inc. Revolving Loan and due on September 29, 2010;

(iv) the principal amount of **SIX MILLION AND 00/100 DOLLARS** (\$6,000,000.00) (the "**Goose Island Term Loan**"), which Goose Island Term Loan is evidenced by that certain Goose Island Term Note dated as of September 29, 2008 (as amended, restated or replaced from time to time, the "**Goose Island Term Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the original principal amount of the Goose Island Term Loan and due on September 29, 2011;

(v) the principal amount of **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$2,500,000.00) (the "**Heltzer Term Loan**"), which Heltzer Term Loan is evidenced by that certain Heltzer Term Note dated as of September 29, 2008 (as amended, restated or replaced from time to time, the "**Heltzer Term Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the original principal amount of the Heltzer Term Loan and due on September 29, 2013 (the "**Maturity Date**"); and

(vi) the principal amount of **ONE MILLION AND 00/100 DOLLARS** (\$1,000,000.00) (the "**Ravenswood Term Loan**"); the Go Cycle Revolving Loan, the Goose Island Revolving Loan, the Stay Inc. Revolving Loan, the Goose Island Term Loan, the Heltzer Term Loan and the Ravenswood Term Loan are collectively referred to

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in this Amendment as the "Loans"), which Ravenswood Term Loan is evidenced by that certain Ravenswood Term Note dated as of September 29, 2008 (as amended, restated or replaced from time to time, the "Ravenswood Term Note"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the original principal amount of the Ravenswood Term Loan and due on the Maturity Date.

B. As security for the Loans, the Mortgagor executed in favor of the Lender (i) that certain Revolving Mortgage, Assignment of Rents and Leases and Fixture Filing dated September 29, 2008, and recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on October 2, 2008, as Document No. 0827633013 (as amended, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "Property"), (ii) that certain Assignment of Rents and Leases dated December 29, 2004, and recorded in the Recorder's Office on October 2, 2008, as Document No. 0827633014 (as amended, the "Assignment of Leases"), as each of the Mortgage and the Assignment of Rents are amended by that certain Amendment to Revolving Mortgage, Assignment of Rents and Leases and Fixture Filing and Assignment of Rents and Leases dated as of September 29, 2009, and recorded in the Recorder's Office simultaneously herewith.

C. The Borrowers have requested, and the Lender has agreed, to making a term loan to the Borrowers in the original principal amount of ONE MILLION FOUR HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$1,440,000.00) (the "Heltzer Term Loan No. 2").

D. In connection with the foregoing, (i) the Borrowers, the Guarantor and the Lender have executed that certain Second Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of even date herewith (the "Loan Agreement Amendment"), and (ii) the Borrowers have jointly and severally executed a Heltzer Term Note No. 2 dated as of even date herewith, in the original principal amount of ONE MILLION FOUR HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$1,440,000.00) made payable to the order of the Lender and due on the Maturity Date (the "Heltzer Term Note No. 2").

E. A condition precedent to the Lender's (i) execution of the Loan Agreement Amendment, and (ii) making the Heltzer Term Loan No. 2, is the execution and delivery by the Mortgagor of this Amendment.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Amendment), (ii) the agreements by the Lender to modify the Mortgage and the Assignment of Leases, as provided in this Amendment, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

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1. **Definitions of Notes.** Each of the Mortgage and the Assignment of Leases is amended to provide that the term "Notes" means, collectively, the Replacement Go Cycle Revolving Note, the Replacement Goose Island Revolving Note, the Replacement Stay Inc. Revolving Note, the Goose Island Term Note, the Heltzer Term Note, the Ravenswood Term Note and the Heltzer Term Note No. 2.

2. **Definitions of Loans.** Each of the Mortgage and the Assignment of Leases is amended to provide that the term "Loans" means, collectively, the Go Cycle Revolving Loan, the Goose Island Revolving Loan, the Stay Inc. Revolving Loan, the Goose Island Term Loan, the Heltzer Term Loan, the Ravenswood Term Loan and the Heltzer Term Loan No. 2.

3. **Maximum Indebtedness.** Section 36(j) of the Mortgage is hereby amended in its entirety as follows:

"(j) **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to TWENTY-THREE MILLION FOUR HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$23,480,000), provided, however, in no event shall the Lender be obligated to advance funds in excess of the face amount of the Notes."

4. **Miscellaneous.**

(a) This Amendment is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) Except as expressly modified hereby, the terms of the Mortgage and the Assignment of Leases are and remain unmodified and in full force and effect.

(c) This Amendment binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(d) This Amendment may be executed in one or more counterparts, all of which, when taken together, constitute one original Amendment.

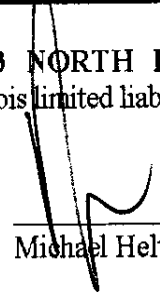
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IN WITNESS WHEREOF, the Mortgagor and the Lender have executed and delivered this Second Amendment to Revolving Mortgage, Assignment of Rents and Leases and Fixture Filing and Assignment of Rents and Leases as of the day and year first above written.

THE MORTGAGOR:

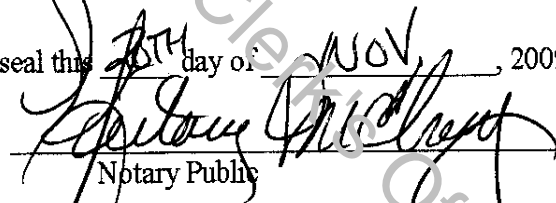
4853 NORTH RAVENSWOOD, LLC, an Illinois limited liability company

By: 
Michael Heltzer, its sole member

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Heltzer, the sole member of 4853 NORTH RAVENSWOOD, 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 sole member, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 notarial seal this 20th day of NOV, 2009.



Notary Public
My Commission Expires: _____



[Signatures Continue on Following Page]

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[Signatures Continued from Preceding Page]

THE LENDER:

FIRST CHICAGO BANK & TRUST, an Illinois banking corporation

By: Lauretta Burke
Name: LAURETTA BURKE
Title: SR VP

STATE OF ILLINOIS)
) -ss
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DO HEREBY CERTIFY** that LAURETTA BURKE the SR VP of **FIRST CHICAGO BANK & TRUST**, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SR VP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of NOVEMBER, 2009.

Katherine Villanueva
Notary Public

My Commission Expires:
07/24/2010

OFFICIAL SEAL
Katherine Villanueva
Notary Public – State of Illinois
My Commission Expires 7/24/10

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 11 AND 12 IN BLOCK 4 IN ENGLEDEWS ADDITION TO RAVENSWOOD BEING A SUBDIVISION OF THE SOUTH 21-37/100 ACRES OF THE NORTH 31 ACRES OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 7 AND THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS:

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Chicago, Illinois

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