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**THIS INSTRUMENT PREPARED BY:
AND RECORD AND RETURN TO:**

Alvin J. Helfgot
Deutsch, Levy & Engel, Chtd.
225 West Washington Street
Suite 1700
Chicago, IL 60606
(312) 346-1460

Address of Properties:
Parcel 1 and 2
101 N. Oak Park Ave.
Oak Park, IL

Parcel 3 and 4
810 North Blvd
Oak Park, IL

PIN No.: 16-07-129-026-0000



Doc#: 1001531092 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/15/2010 02:47 PM Pg: 1 of 6

For Recorder's Use Only

MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT

THIS MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT (this "Modification Agreement") made as of September 4, 2009, by and between 101 NORTH OAK PARK, LLC, an Illinois limited liability company (the "Mortgagor"), and THE PRIVATEBANK AND TRUST COMPANY (the "Mortgagee"), witnesseth:

RECITALS

Pursuant to that certain Loan Agreement dated as of January 18, 2007 by and between Borrower, Nickel Realty Group, LLC, an Illinois limited liability company ("Nickel"), Guarantors and Bank (the "Loan Agreement"), Mortgagor executed a \$1,087,500.00 Promissory Note and a \$392,500.00 Promissory Note made payable to Mortgagee (the "Oak Park Notes"), and Nickel Realty Group, LLC, an Illinois limited liability company executed a Revolving Credit Note in the maximum principal amount of \$100,000.00 (the "Nickel Note").

Repayment of the Oak Park Notes and the Nickel Note are secured, in part, by certain real estate located in Cook County, Illinois and legally described on Exhibit "A" attached hereto, pursuant to that certain Mortgage and Security Agreement ("Mortgage") and by that certain Collateral Assignment of Leases and Rents (the "Assignment"), executed by Mortgagor, each of which are dated January 18, 2007. The Mortgage was recorded in the Office of the Recorder of Cook County, Illinois on February 10, 2007, as Document No. 0704754031.

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The Nickel Note has been repaid in full and the loans evidenced by the Oak Park Notes were consolidated into one loan evidenced by a \$1,347,844.00 Amended and Restated Promissory Note dated as of June 30, 2008. The aforesaid loan has been modified pursuant to \$1,324,821.00 Second Amended and Restated Promissory Note of even date herewith.

The parties hereto desire to enter into this Modification Agreement to reflect that the Amended Note (as defined herein) is secured by the Mortgage and Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recital provisions are incorporated herein by reference and made a part hereof.
2. The first Recital paragraph of the Mortgage and Security Agreement is amended in its entirety as follows:

WHEREAS, in accordance with the terms and conditions of that certain Loan Agreement dated January 18, 2007, by and among Mortgagee, Mortgagor, Nickel Realty, LLC, an Illinois limited liability company and the Guarantors, as amended from time to time, including, by that certain Second Amendment to Loan Agreement and Other Agreements of even date herewith (the "Loan Agreement"), Mortgagee has agreed to modify the loan to Mortgagor, which loan has a current principal balance of \$1,324,821.00 (the "Amended Loan"). The Amended Loan shall be evidenced by a certain Second Amended and Restated Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Amended Note") made by Mortgagor payable to Mortgagee in the principal amount of \$1,324,821.00.

3. Nothing herein contained shall in any manner whatsoever impair the Note, the Mortgage, the Loan Agreement and the other Loan Documents, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage, Assignment and all of the other Loan Documents, shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

Signature page follows.

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IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

101 NORTH OAK PARK, LLC
Arthur Gene Lawrence

By:

Printed Name:

Arthur Gene Lawrence

Title:

MEMBER

THE PRIVATEBANK AND TRUST COMPANY

By:

Catrina Lapinska

Printed Name and Title:

Catrina Lapinska
Assoc. Managing Director

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that

CATRIONA LAPINSKIJE
 (Name)

ASSOCIATE MANAGING DIRECTOR
 (Title)

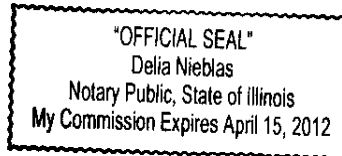
of The PrivateBank and Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 1st day of September, 2009.


 Notary Public

Commission Expires:

4/15/2012



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EXHIBIT A

Legal Description

Parcel 1:

UNIT 101C IN THE AVENUE LAKE CONDOMINIUMS, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING TRACT OF LAND:

LOT 22 AND 23 IN HOLLEY AND SMITH'S SUBDIVISION OF LOT 18 IN KETTLESTRING'S SUBDIVISION AND OF LOTS 1 AND 2 IN SCOVILLE'S SUBDIVISION OF LOT 17 IN SAID KETTLESTRING'S SUBDIVISION OF LAND IN THE SOUTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 10, 2007 AS DOCUMENT NUMBER 0701015042, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Parcel 2:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE 101CS, LIMITED COMMON ELEMENT, AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM RECORDED JANUARY 10, 2007 AS DOCUMENT NUMBER 0701015042.

Parcel 3:

UNIT 810C IN THE AVENUE LAKE CONDOMINIUMS, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING TRACT OF LAND:

LOT 22 AND 23 IN HOLLEY AND SMITH'S SUBDIVISION OF LOT 18 IN KETTLESTRING'S SUBDIVISION OF LOTS 1 AND 2 IN SCOVILLE'S SUBDIVISION OF LOT 17 IN SAID KETTLESTRING'S SUBDIVISION OF LAND IN THE SOUTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 10, 2007 AS DOCUMENT NUMBER 0701015042, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Parcel 4:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE 810CSE AND 810CSW, LIMITED COMMON ELEMENT, AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM RECORDED JANUARY 10, 2007 AS DOCUMENT NUMBER 0701015042.