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FOR RECORDER'S USE ONLY

**WHEN RECORDED MAIL TO:**

Steven Bright, Esq.  
Levenfeld Pearlstein, LLC  
400 Skokie Boulevard  
Suite 700  
Northbrook, Illinois 60062



Doc#: 1013840159 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/18/2010 02:48 PM Pg: 1 of 7

**AMENDMENT NO. 2**  
**TO MORTGAGE - 858-868 NORTH FRANKLIN LLC**

Amendment No. 2 to Mortgage dated as of January 5, 2010, given by **858-868 NORTH FRANKLIN LLC** ("Mortgagor") in favor of **BRIDGEVIEW BANK GROUP** ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof, together with all equipment, fixtures and other personal property attached to such real estate (collectively, the "Property").

**P R E A M B L E:**

Mortgagor gave to Mortgagee that certain Mortgage dated July 19, 2004 and recorded on July 22, 2004 with the Cook County Recorder of Deeds as document no. 0420403089, as amended (collectively, the "Mortgage"), which encumbers the Property. Mortgagor has requested Mortgagee to make certain changes to Mortgagee's financing of Mortgagor. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers this Amendment.

NOW, THEREFORE, in consideration of the premises that are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, it is agreed as follows:

1. Schedule 1 to the Mortgage is amended in form of Schedule 1 attached hereto.
2. Schedule 2 to the Mortgage is amended in form of Schedule 2 attached hereto.
3. All of the agreements, representations and covenants and obligations set forth in the Mortgage made or given by Mortgagor are hereby reaffirmed and restated by Mortgagor as of the date of this Amendment.
4. All references in the Mortgage to the "Mortgage" shall mean the Mortgage as amended by this document.

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5. Except as specifically amended and modified by this Amendment, the Mortgage is hereby restated, reaffirmed and incorporated herein and shall remain in full force and effect. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

COOK COUNTY  
 RECORDER OF DEEDS  
 SCANNED BY \_\_\_\_\_

Property of Cook County Clerk's Office

COOK COUNTY  
 RECORDER OF DEEDS  
 SCANNED BY \_\_\_\_\_

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## SIGNATURE PAGE TO AMENDMENT NO. 2 TO MORTGAGE

858-868 NORTH FRANKLIN LLC

By: [Signature]  
Charles T. Mudd, Member

By: [Signature]  
Steven Golovan, Member

By: [Signature]  
John Lally, Manager

STATE OF ILLINOIS )  
                                  ) S.S.  
COUNTY OF            )

I, Magdiel Rivera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Steven Golovan, John Lally, Charles T. Mudd of 858-868 NORTH FRANKLIN LLC personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager 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 such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5<sup>th</sup> day of January, 2010.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

06/27/2010

[SEAL]



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## EXHIBIT A LEGAL DESCRIPTION

LOTS 18, 19, 20, 21, AND 22 IN BLOCK 27 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-04-437-014, 17-04-437-015, 17-04-437-016, 17-04-437-017.

Common Address: 858-64 North Franklin, Chicago, IL 60610.

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

▶ COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

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## SCHEDULE 1 GRANTOR GUARANTIES

I. All documents on this part of this schedule are dated as of May 31, 2009.

1. Guaranty (2454 N. Ashland Commercial, L.L.C.) delivered by Grantor to Bridgeview Bank Group.
2. Guaranty (2454 N. Ashland Residential, L.L.C.) delivered by Grantor to Bridgeview Bank Group.
3. Guaranty (7410 N. Winchester, L.L.C.) delivered by Grantor to Bridgeview Bank Group.
4. Guaranty (1023 West Belmont, L.L.C.) delivered by Grantor to Bridgeview Bank Group.
5. Guaranty (6311-15 North Glenwood, L.L.C.) delivered by Grantor to Bridgeview Bank Group.
6. Guaranty (Lakewood Henderson LLC) delivered by Grantor to Bridgeview Bank Group.
7. Guaranty (4716 Beacon LLC) delivered by Grantor to Bridgeview Bank Group.
8. Guaranty (Castlebar Enterprises) delivered by Grantor to Bridgeview Bank Group.
9. Guaranty (2636 North Lincoln, L.L.C.) delivered by Grantor to Bridgeview Bank Group.
10. Guaranty (1137 West Wrightwood Residential LLC) delivered by Grantor to Bridgeview Bank Group.
11. Guaranty (1134-1136 West Wrightwood LLC) delivered by Grantor to Bridgeview Bank Group.
12. Guaranty (1320 W Fletcher LLC) delivered by Grantor to Bridgeview Bank Group.
13. Guaranty (1938 North Cleveland LLC) delivered by Grantor to Bridgeview Bank Group.
14. Guaranty (Steven Golovan) delivered by Grantor to Bridgeview Bank Group.
15. Guaranty (Charles T. Mudd) delivered by Grantor to Bridgeview Bank Group.
16. Guaranty (Golovan/Mudd/Lally) delivered by Grantor to Bridgeview Bank Group.
17. Guaranty (1300-1316 West Madison LLC; Duo Equities LLC) delivered by Grantor to Bridgeview Bank Group.
18. Guaranty (2724-2730 North Ashland LLC) delivered by Grantor to Bridgeview Bank Group.
19. Guaranty (Chicago 1651, L.L.C.) delivered by Grantor to Bridgeview Bank Group.

II. All documents on this part of this schedule are dated as of January 5, 2010.

1. Guaranty (Champaign Apartments LLC) delivered by Grantor to Bridgeview Bank Group.

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## SCHEDULE 2 NOTES

1. Promissory Note dated October 14, 2004, in the original principal amount of \$384,000.00 from 2454 N. Ashland Commercial, L.L.C to Bridgeview Bank Group.
2. Promissory Note dated August 5, 2006, in the original principal amount of \$430,939.25 from 2454 N. Ashland Residential, L.L.C. to Bridgeview Bank Group.
3. Promissory Note dated April 5, 2006, in the original principal amount of \$1,680,000.00 from 7410 N. Winchester, L.L.C. to Bridgeview Bank Group.
4. Promissory Note dated July 5, 2008, in the original principal amount of \$104,163.64 from 7410 N. Winchester, L.L.C. to Bridgeview Bank Group.
5. Promissory Note dated February 15, 2008 in the original principal amount of \$1,497,185.65 from 1023 West Belmont, LLC to Bridgeview Bank Group.
6. Promissory Note dated October 5, 2006 in the original principal amount of \$357,000.00 from Active Equities Holdings LLC/ 5311-15 North Glenwood, L.L.C. to Bridgeview Bank Group.
7. Promissory Note dated January 5, 2006 in the original principal amount of \$2,844,093.97 from Lakewood-Henderson LLC to Bridgeview Bank Group.
8. Promissory Note dated April 25, 2008 in the original principal amount of \$3,662,953.00 from 4716 Beacon LLC to Bridgeview Bank Group.
9. Promissory Note dated October 22, 2002 in the original principal amount of \$250,000.00 from Castlebar Enterprises, Inc. to Bridgeview Bank Group.
10. Promissory Note dated November 3, 2004 in the original principal amount of \$1,200,000.00 from 1137 West Wrightwood Residential LLC/1134-1136 West Wrightwood LLC/ 1320 West Fletcher LLC to Bridgeview Bank Group.
11. Promissory Note dated July 19, 2007 in the original principal amount of \$1,200,000.00 from 1137 West Wrightwood Residential LLC/1134-1136 West Wrightwood LLC/ 1320 West Fletcher LLC to Bridgeview Bank Group.
12. Promissory Note dated October 26, 2005 in the original principal amount of \$270,000.00 from Steven Golovan to Bridgeview Bank Group.
13. Promissory Note dated January 23, 2006 in the original principal amount of \$500,000.00 from Steven Golovan to Bridgeview Bank Group.
14. Promissory Note dated January 23, 2006 in the original principal amount of \$500,000.00 from Charles T. Mudd to Bridgeview Bank Group.
15. Promissory Note dated July 20, 2007 in the original principal amount of \$253,000.00 from Charles T. Mudd/Steven Golovan/John Lally to Bridgeview Bank Group.

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16. Promissory Note dated October 3, 2006 in the original principal amount of \$340,000.00 from Duo Equities LLC/1300-1316 West Madison LLC to Bridgeview Bank Group.
17. Promissory Note dated February 15, 2007 in the original principal amount of \$1,000,000.00 from 2724-2730 North Ashland LLC to Bridgeview Bank Group.
18. Promissory Note dated February 19, 2007 in the original principal amount of \$1,136,516.00 from Chicago 1651, L.L.C. to Bridgeview Bank Group.
19. Promissory Note dated February 19, 2007 in the original principal amount of \$5,272,000.00 from Chicago 1651, L.L.C. to Bridgeview Bank Group.
20. Promissory Note dated July 18, 2008 in the original principal amount of \$1,150,000.00 from Champaign Apartments LLC. to Bridgeview Bank Group.
21. Amended and Restated Forbearance Note dated January 5, 2010 in the original principal amount of \$429,632.47 from 2454 N. Ashland Commercial, L.L.C., 2454 N. Ashland Residential, L.L.C., 7410 N. Winchester, L.L.C., 1023 West Belmont, L.L.C., Active Equities Holdings LLC, 6311-15 North Glenwood, L.L.C., Lakewood-Henderson, LLC, 4716 Beacon LLC, Castlebar Enterprises, Inc., 1137 West Wrightwood LLC, 1134-1136 West Wrightwood LLC, 1320 West Fletcher, LLC, Steven Golovan, Charles T. Mudd, John Lally, Duo Equities LLC, 1300-1316 West Madison, 2724-2730 North Ashland LLC, 858-868 North Franklin LLC, Chicago 1651, L.L.C. and Champaign Apartments LLC.