



Doc#: 1014819031 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/28/2010 02:58 PM Pg: 1 of 7

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Meltzer, Purtil & Stelle LLC
300 South Wacker Drive
Suite 3500
Chicago, Illinois 60606
Attn: Randall S. Kulat, Esq.

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THIRD AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

THIS THIRD AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS (this "Amendment") is made as of March 5, 2010, by and among **1845 NORTH CLYBOURN L.L.C.**, an Illinois limited liability company ("1845"), **3850 WILKE L.L.C.**, an Illinois limited liability company ("3850") (1845 and 3850 are hereinafter collectively referred to as the "Mortgagors"), and **COLE TAYLOR BANK**, an Illinois banking corporation, its successors and assigns (the "Mortgagee").

RECITALS

1845 made and delivered to Mortgagee (i) that certain Mortgage and Security Agreement dated September 15, 2004 and recorded by the Cook County Recorder (the "Recorder's Office") on September 16, 2004 as Document No. 0426027145 ("Mortgage"), and (ii) that certain Assignment of Rents and Leases dated September 15, 2004 and recorded with the Recorder's Office on September 16, 2004 as Document No. 0426027146 (the "Assignment of Rents"). Each of the Mortgage and the Assignment of Rents encumber the "Premises" legally described in **Exhibit A** hereto. The Mortgage and the Assignment of Rents were delivered to Mortgagee pursuant to the terms of that certain Mortgage Loan Agreement dated as of September 15, 2004 (as amended from time to time, the "Loan Agreement") among 1845, Mortgagee and the Guarantors (as defined therein).

The Mortgage and the Assignment of Rents were delivered as collateral security for the payment of a loan (the "Loan") in the amount of Nine Million Eight Hundred Sixteen Thousand One Hundred Twenty-Four and 00/100 Dollars (\$9,816,124.00). The Loan was evidenced by that certain Promissory Note dated September 15, 2004 in the principal amount of Nine Million Eight Hundred Sixteen Thousand One Hundred Twenty-Four and 00/100 Dollars (\$9,816,124.00), (as amended, restated or replaced from time to time, the "Note"), made payable by 1845 to the order of Mortgagee.

999900328 NL

Ticor Title Insurance

BOX 15

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Pursuant to that certain First Amendment to Loan Documents dated as of September 15, 2007 and recorded with the Recorder's Office on January 7, 2008 as Document No. 0800722070, the Loan Documents were amended to, *inter alia*, (i) extend the Maturity Date to September 15, 2008, and (ii) add 3850 to the Loan and the Loan Documents as a co-borrower thereunder.

Pursuant to that certain Second Amendment to Loan Documents dated as of September 15, 2008 (the "Second Amendment"), the Loan Documents were amended to, among other things, extend the Maturity Date to March 5, 2009. Pursuant to the Second Amendment, the Mortgagors delivered (i) their Second Amended and Restated Note dated September 15, 2007 in the amount of \$9,816,124.00, and (ii) that certain First Amendment to Mortgage and Assignment of Rents dated September 15, 2008 among Mortgagors and Lender and recorded with the Recorder's Office on December 17, 2008 as Document No. 0835222050 (the "First Amended Mortgage").

Pursuant to that certain Third Amendment to Loan Documents dated as of March 5, 2009 (the "Third Amendment") the Loan Documents were amended to, among other things, (a) extend the Maturity Date from March 5, 2009 to March 5, 2010, (b) provide for additional collateral for the Loan, and (c) provide for the reduction of the Loan amount and the partial pay-down of principal on the Loan. Pursuant to the Third Amendment, the Mortgagors delivered (i) their Third Amended and Restated Note dated March 5, 2009 in the amount of \$8,929,253.46 (the "Third Amended Note"), and (ii) that certain Second Amendment to Mortgage and Assignment of Rents dated March 5, 2009 among Mortgagors and Lender and recorded with the Recorder's Office on April 24, 2009 as Document No. 0911479037 (the "Second Amended Mortgage").

Mortgagors, Guarantors and Mortgagee have now entered into that certain Fourth Amendment to Loan Documents dated as of even date herewith (the "Fourth Amendment"), pursuant to which Mortgagee has agreed to modify the Loan Agreement, the Third Amended Note, the Guaranty and the other Loan Documents (as defined in the Amendment) to, among other things, extend the Maturity Date. Pursuant to the Fourth Amendment, Mortgagors have delivered to Mortgagee that certain Fourth Amended and Restated Promissory Note dated as of even date herewith in the amount of Eight Million Six Hundred Twenty-Nine Thousand Two Hundred Fifty-Three and 36/100 Dollars (\$8,629,253.36).

Mortgagors and Mortgagee desire to amend the Mortgage and the Assignment of Rents to reflect the extended Maturity Date and to provide that the Mortgage and the Assignment of Rents shall secure the Loan, as amended by the Fourth Amendment.

Accordingly, Mortgagors and Mortgagee hereby amend the Mortgage and Assignment of Rents, as amended by the First Amended Mortgage and the Second Amended Mortgage, as follows:

1. The first Recital of the Mortgage shall be amended to read in its entirety as follows:

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“Pursuant to the terms and conditions of a Mortgage Loan Agreement of even date herewith (as amended, restated or replaced from time to time “Loan Agreement”) between Mortgagor and Mortgagee, Mortgagee has agreed to loan to Mortgagor the principal amount of Eight Million Six Hundred Twenty-Nine Thousand Two Hundred Fifty-Three and 36/100 Dollars (\$8,629,253.36) (the “Loan”). The Loan shall be evidenced by a certain Fourth Amended and Restated Promissory Note dated March 5, 2010 (as amended, restated or replaced from time to time, “Note”) made by Mortgagor payable to Mortgagee in the principal amount of the Loan and due on September 5, 2010 (“Maturity Date”), except as may be accelerated pursuant to the terms hereof or of the Note, the Loan Agreement or any other Loan Document (as defined in the Note).”

2. Any references in the Mortgage to the Loan shall be deemed to mean and refer to the Loan as amended hereby. Mortgagors agree that Mortgagee shall have the right to record this Amendment in the Recorder’s Office to reflect the subject matter hereof.

3. As modified hereby, the Mortgage and the Assignment of Rents shall continue in full force and effect.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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This Amendment has been entered into as of the date first above written.

MORTGAGORS:

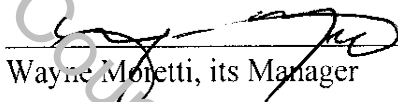
1845 NORTH CLYBOURN L.L.C., an Illinois limited liability company

BY: 1845 NORTH CLYBOURN II, L.L.C., an Illinois limited liability company, its sole member

By: First American Investments, Inc. an Illinois corporation, its Manager

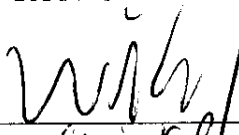
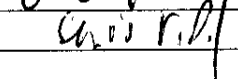
By: 
Wayne Moretti, its President

3850 WILKE L.L.C., an Illinois limited liability company

By: 
Wayne Moretti, its Manager

MORTGAGEE:

COLE TAYLOR BANK

By: 
Its: 

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 said County, in the State aforesaid, do hereby certify that Wayne Moretti, the President of First American Investments, Inc., an Illinois corporation and Manager of 1845 NORTH CLYBOURN II L.L.C., an Illinois limited liability company ("Manager"), which is the sole member of 1845 NORTH CLYBOURN L.L.C., 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 Manager, 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 as Manager of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of April, 2010.

Karen E. Schell
Notary Public

My Commission Expires: 8-7-12



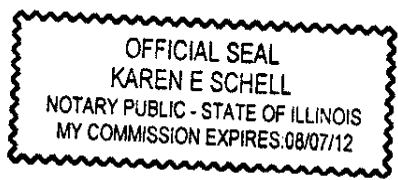
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wayne Moretti, the Manager ("Manager") of 3856 WILKE L.L.C., 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 Manager, 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 as Manager of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of April, 2010.

Karen E. Schell
Notary Public

My Commission Expires: 8-7-12



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EXHIBIT A

Legal Description

PARCEL 1:

LOT 28 IN 53 PARK OF COMMERCE, BEING A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 IN THE WEST ½ OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, AND PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1985 AS DOCUMENT NUMBER 85097888, AS CORRECTED BY SURVEYOR'S CERTIFICATES OF CORRECTION RECORDED SEPTEMBER 4, 1985 AS DOCUMENT NUMBER 85173204 AND NOVEMBER 25, 1985 AS DOCUMENT NUMBER 85296795, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT 28 CONVEYED TO THE STATE OF ILLINOIS FOR ROAD PURPOSES BY TRUSTEE'S DEED RECORDED AS DOCUMENT NUMBER 89106918, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED AS FOLLOWS:

- (1) DECLARATION AND GRANT OF RECIPROCAL RIGHTS MADE BY AND AMONG AMERICA NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 63918, 63919 AND 63920 RELATING TO PARKING, INGRESS AND EGRESS, MANAGEMENT OF COMMON AREAS, PROPORTIONATE SHARE AND GENERAL PROVISIONS AND THE TERMS AND CONDITIONS THEREIN CONTAINED RECORDED JULY 11, 1985 AS DOCUMENT NO. 85097889. FIRST AMENDMENT TO DECLARATION AND GRANT OF RECIPROCAL RIGHTS RECORDED JANUARY 12, 1987 AS DOCUMENT NUMBER 87020645.

AND

- (2) DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS RECORDED JULY 10, 1986 AS DOCUMENT NUMBER 86287842 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST 63918, 63919, 63920, 63921, 63922 AND 63466 REGARDING DEVELOPMENT STANDARDS ARCHITECTURAL CONTROL, OWNER'S ASSOCIATION, MAINTENANCE ASSESSMENTS, AND OTHER PROVISIONS.

P.I.N.: 02-01-401-014-0000
Address: 3850 North Wilke Road, Arlington Heights, Illinois