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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#: 1016249014 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/11/2010 01:58 PM Pg: 1 of 7

**AMENDMENT NO. 2 TO MORTGAGE  
1756 W. LAKE STREET, LLC (1800 NOTE)**

Amendment No. 2 to Mortgage dated as of March 30, 2010, given by **1756 W. LAKE STREET, LLC** ("Mortgagor") in favor of **AMERICAN CHARTERED BANK** ("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 October 25, 2006 and recorded on February 14, 2007 with the Cook County Recorder of Deeds as document No. 0704550064, 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. The paragraph of the Mortgage captioned "MAXIMUM LIEN" is replaced with the following:

**"MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed two times the original principal amount of the Note."**

2. The paragraph entitled "Cross-Collateralization" of the Mortgage is amended by adding the words "or any of the Grantor Affiliates" in each instance after the word "Grantor" appears in such paragraph.

3. The second paragraph following the paragraph entitled "Cross-Collateralization" of the Mortgage (commencing with the words "THIS MORTGAGE, INCLUDING . . .") is replaced with the following:

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**“THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS, AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THIS MORTGAGE, THE GRANTOR GUARANTIES AND THE OTHER RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:”**

4. The following new paragraph is inserted into the Mortgage immediately before the definition of “Default”:

**“Grantor Affiliates.** The words ‘Borrower Affiliates’ mean 1800 W. Lake Street, LLC and Bamas Enterprises, L.L.C.”

5. The following new paragraph is inserted into the Mortgage immediately before the definition of “Guarantor”:

**“Grantor Guaranties.** The words ‘Grantor Guaranties’ mean all of the Guaranties listed on Schedule 1 attached to this Mortgage, together with all confirmations, reaffirmations, modifications of, amendments to, supplements to, consolidations of, restatements and substitutions for any and all of the foregoing guaranties.”

6. The definition of Indebtedness in the Mortgage is replaced with the following:

**“Indebtedness.** The word ‘Indebtedness’ means all principal, interest, and other amounts, costs, fees and expenses payable under any of the Note and the other Related Documents, including, without limitation, under any and all of the Grantor Guaranties, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the Note and the other Related Documents (including, without limitation, the Grantor Guaranties), or any of the foregoing and any amounts expended or advanced by Lender to discharge Grantor’s or Guarantor’s obligations or expenses incurred by Lender to enforce Grantor’s or Guarantor’s obligations under this Mortgage or the other Related Documents (including, without limitation, the Grantor Guaranties), together with interest on such amounts as provided in this Mortgage or in the other Related Documents (including, without limitation, the Grantor Guaranties).”

7. The definition of Note in of the Mortgage is replaced with the following:

**“Note.** The word ‘Note’ means, collectively, the promissory note dated October 25, 2006 **in the original principal amount of \$1,356,000.00** from Grantor to Lender, together with each of the other promissory notes listed on Schedule 2 attached to this Assignment, together with all renewals of, extensions of, modifications of, amendments to, supplements to, refinancings of, consolidations of, restatements and substitutions for any and all of the foregoing promissory notes.”

8. Schedule 1 to the Mortgage is amended in the form of Schedule 1 attached hereto.

9. Schedule 2 to the Mortgage is amended in the form of Schedule 2 attached hereto.

10. All of the agreements, representations and covenants and obligations set forth in the Mortgage made or given by “Grantor” are hereby reaffirmed and restated by Assignor as of the date of this Amendment.

11. All references in the Mortgage to the “Mortgage” shall mean the Mortgage as amended by this document.

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12. 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]**

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## SIGNATURE PAGE TO AMENDMENT NO. 2 TO MORTGAGE 1756 W. LAKE STREET, LLC (1800 NOTE)

1756 W. LAKE STREET, LLC

By: *Christopher Bambulas*  
Christopher Bambulas, Member

By: *Daniela Bambulas*  
Daniela Bambulas, Member

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Guadalupe Cerrillo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Christopher Bambulas and Daniela Bambulas, each Members of 1756 W. LAKE STREET, LLC, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Members, appeared before me this day in person and acknowledged that such persons signed and delivered the said instrument as such persons' 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.

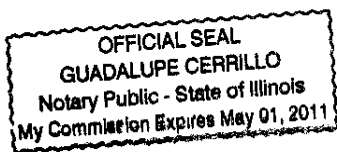
GIVEN under my hand and notarial seal this 30 day of March, 2010.

*Guadalupe Cerrillo*  
NOTARY PUBLIC

My Commission Expires:

*May 1, 2011*

[SEAL]



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## EXHIBIT A LEGAL DESCRIPTION

LOTS 37 TO 42, AND THE WEST ½ OF LOT 43 (EXCEPT THAT PART TAKEN FOR ALLEY) IN ROBINSON'S SUBDIVISION OF BLOCK 47 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.Ns.: 17-07-414-014-0000  
17-07-414-015-0000  
17-07-414-016-0000  
17-07-414-017-0000  
17-07-414-018-0000  
17-07-414-019-0000  
17-07-414-022-0000  
17-07-414-023-0000  
17-07-414-024-0000  
17-07-414-025-0000  
17-07-414-034-0000  
17-07-414-035-0000

Common Address: 1756 West Lake Street, Chicago, Illinois 60612

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## SCHEDULE 1 GRANTOR GUARANTIES

All documents on this schedule are dated as of March 31, 2009.

1. Guaranty of 1800 W. Lake Street, LLC Liabilities executed by Grantor and Bamas Enterprises, L.L.C. in favor of American Chartered Bank.
2. Guaranty of Bamas Enterprises, L.L.C. Liabilities executed by Grantor and 1800 W. Lake Street, LLC in favor of American Chartered Bank.

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## SCHEDULE 2 NOTES

1. Promissory Note dated June 30, 2005 in the original principal amount of \$1,280,000 made by Bamas Enterprises, L.L.C. in favor of American Chartered Bank.
2. Promissory Note dated October 25, 2006 in the original principal amount of \$1,475,000 made by 1800 W. Lake Street, LLC in favor of American Chartered Bank.
3. Promissory Note dated April 21, 2008 in the original principal amount of \$100,000 made by 1756 W. Lake Street, LLC in favor of American Chartered Bank.
4. Promissory Note dated the date of Amendment No. 2 to this Mortgage in the original principal amount of \$299,000 made by 1800 W. Lake Street, LLC in favor of American Chartered Bank.

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