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8457#19 DZAE#1



Doc#: 1026433045 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/21/2010 09:40 AM Pg: 1 of 5

SECOND AMENDMENT TO JUNIOR MORTGAGE

Prepared by and after recording, return to:
Timothy S. Breems, Sr.
Ruff, Weidenaar & Reidy, Ltd.
222 N. LaSalle Street, Suite 700
Chicago, IL 60601

Box 400-CTCC

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UNOFFICIAL COPY**TCF NATIONAL BANK****SECOND AMENDMENT TO JUNIOR
MORTGAGE****PREPARED BY AND AFTER RECORDING MAIL TO:**

TIMOTHY S. BREEMS, SR.
 Ruff, Weidenaar & Reidy, Ltd.
 222 N. LaSalle Street, Suite 700
 Chicago, IL 60601

This Box For Recorder's Use Only

This SECOND AMENDMENT TO JUNIOR MORTGAGE ("Amendment") is made as of July 10, 2010 by and between APEX, LLC, an Illinois limited liability company ("Mortgagor"); and TCF National Bank, a national banking association (hereinafter referred to as "Mortgagee").

R E C I T A L S

WHEREAS, GX Orland Park 2, LLC, an Illinois limited liability company ("GX2"); GX Orland Park 3, LLC, an Illinois limited liability company ("GX3") (GX2 and GX3 are hereinafter collectively referred to as "Borrowers") have executed a promissory note dated April 17, 2007 in the initial principal amount not to exceed Four Million Four Hundred Thousand Dollars (\$4,400,000.00) as increased to a principal amount not to exceed Four Million Six Hundred Fifty Thousand Dollars (\$4,650,000.00) and modified by that certain First Modification Agreement to Commercial Mortgage Non-Revolver Note and Construction Loan Agreement dated January 3, 2008 ("First Modification Agreement") between Borrowers and Mortgagee, as modified by that certain Second Modification Agreement to Commercial Mortgage Non-Revolver Note and Construction Loan Agreement dated May 1, 2008 ("Second Modification Agreement") between Borrowers and Mortgagee, as modified by that certain Third Modification Agreement to Commercial Mortgage Non-Revolver Note and Construction Loan Agreement dated September 1, 2008 ("Third Modification Agreement") between Borrowers and Mortgagee, as modified by that certain Fourth Modification Agreement to Commercial Mortgage Non-Revolver Note and Construction Loan Agreement dated December 1, 2008 ("Fourth Modification Agreement") between Borrowers and Mortgagee, as increased to the principal amount not to exceed Five Million Twenty Eight Thousand Dollars (\$5,028,000.00) and modified by that certain Fifth Loan Increase and Modification Agreement dated January 1, 2009 ("Fifth Modification Agreement") between Borrowers, Demetri Gofis, John Xenos and Demetri Gofis LLC, an Illinois limited liability company (hereinafter each individually referred to as a "Guarantor" and collectively referred to as the "Guarantors") and Mortgagee, as modified by that certain Sixth Loan Modification dated May 18, 2009 ("Sixth Modification Agreement") between Borrowers, Guarantors and Mortgagee, as modified by that certain Seventh Loan Modification and Extension Agreement dated October 1, 2009 (the "Seventh Modification Agreement") between

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Borrowers, Guarantor and Mortgagor, as modified by that certain Eighth Loan Modification and Extension Agreement dated April 1, 2010 (the "Eighth Modification Agreement") between Borrowers, Guarantor and Mortgagor and as modified by that certain Ninth Loan Modification and Extension Agreement of even date herewith (the "Ninth Modification Agreement") between Borrowers, Guarantor and Mortgagor (the "Note"). One of the Guarantors, who owns and controls in part each of Borrowers, also owns and controls the Mortgagor.

WHEREAS, the loan indebtedness evidenced by the Note is evidenced or secured in part by that certain Junior Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated January 1, 2009 made by a prior owner (the "Prior Mortgagor") of the Premises (described in said Mortgage and describe below) to Mortgagee and recorded with the Cook County Recorder of Deeds on May 28, 2009 as Document No. 0914833120, as amended by that certain First Amendment to Junior Mortgage dated October 1, 2009 and recorded with the Cook County Recorder of Deeds on January 28, 2010 as Document No. 1002835023, and as assumed by Mortgagor pursuant to that certain Mortgage Assumption Agreement dated April 1, 2010 between Mortgagor and Mortgagee and recorded with the Cook County Recorder of Deeds on May 20, 2010 as Document No. 1014041046 (the "Mortgage"), relating to and encumbering the real property located in Cook County, Illinois and legally described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Borrowers and Guarantors desire to extend the Maturity Date of the loan evidenced by the Note pursuant to the terms and conditions of the Ninth Modification Agreement; and

WHEREAS, to induce Mortgagee to extend the Maturity Date of the loan evidenced by the Note and enter into the Seventh Modification Agreement, Mortgagor has offered to execute and deliver to the Mortgagee this Amendment to modify the Mortgage to evidence the extension of the Maturity Date referenced in the Mortgage and provide that the Mortgage continues in full force and effect to secure the Note as modified and extended by the Ninth Modification Agreement. Mortgagee has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Mortgagor hereby agrees with Mortgagee as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Amendment.
2. The Mortgage is hereby modified:
 - A. Such that any reference in the Mortgage to "Maturity Date" is hereby modified to mean September 10, 2010; and
 - B. Such that any reference in the Mortgage to "Note" shall mean the Note as modified and extended by the Ninth Modification Agreement.

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3. Mortgagor shall pay to the Mortgagee all out-of-pocket costs and expenses incurred by Mortgagee in connection with this First Amendment.

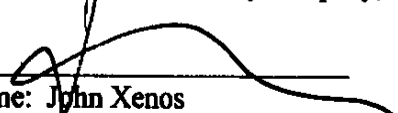
4. In all respects, other than those expressly amended, modified or supplemented hereby, Mortgagor does hereby ratify and confirm the provisions, terms and conditions of the Mortgage.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year above written.

Address:
3801 Spyglass Circle
Palos Heights, IL 60463

MORTGAGOR

APIX, LLC,
an Illinois limited liability company,

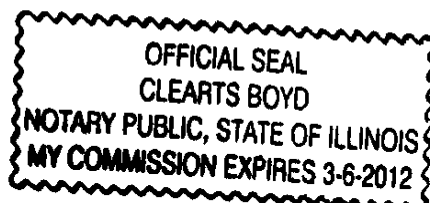
By: 
Name: John Xenos
Title: Manager

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 John Xenos, Manager of APIX, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of APIX, LLC, an Illinois limited liability company, 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 APIX, LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of July, 2010.

Clearts Boyd
Notary Public



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EXHIBIT A
To
SECOND AMENDMENT TO JUNIOR MORTGAGE

LEGAL DESCRIPTION

PARCEL 1:

LOTS 11, 12, 13 IN BLOCK 8 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 22, AS CONDEMNED FOR WIDENING CRAWFORD AVENUE IN CASE 443985 SUPERIOR COURT), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 14, 15, 17 AND 18 IN BLOCK 8 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 22, AS CONDEMNED FOR WIDENING CRAWFORD AVENUE IN CASE 443985 SUPERIOR COURT), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 16 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BLOCK 8 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

19-22-215-031-0000
19-22-215-032-0000
19-22-215-033-0000
19-22-215-034-0000
19-22-215-035-0000
19-22-215-036-0000
19-22-215-037-0000
19-22-215-038-0000

Address: 6430-6450 S. Pulaski Avenue, Chicago, IL