

UNOFFICIAL COPY



Doc#: 1027229011 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/29/2010 10:50 AM Pg: 1 of 7

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
135 South LaSalle Street, Suite 2140
Chicago, Illinois 60603
Attention: Christopher A. Thangaraj

Space Above for Recorder's Use

THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Amendment") is dated to be effective as of August 15, 2010 by FOT RESIDENCES I, LLC, an Illinois limited liability company ("Mortgagor"), and BANK OF AMERICA, N.A., a national banking association, successor by merger to LaSalle Bank National Association (together with its successors and assigns, "Lender").

Factual Background

A. Lender previously made a loan to Mortgagor in the amount of Three Million Eight Hundred Thousand and No/100 Dollars (\$3,800,000.00) (the "Loan") as evidenced by that certain Promissory Note (as amended, modified or supplemented from time to time, the "Note"), dated as of March 7, 2006 executed by Mortgagor and payable to the order of Lender;

B. Mortgagor, by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing (as amended, modified or supplemented from time to time, the "Original Mortgage") dated as of March 7, 2006 in favor of Lender, which was recorded on May 15, 2006 as Document No. 0613520113 with the Register of Deeds for Cook County, Illinois, granted, sold, conveyed, mortgaged, pledged and assigned unto Lender certain real and personal property located on in Cook County, Illinois, which is more particularly described in Mortgage, which property includes but is not limited to, the real property described on Exhibit A attached hereto, to secure the Loan;

C. Lender, Mortgagor, James Geleerd and Michael Ezgur (collectively James Geleerd and Michael Ezgur are referred to herein as the "Guarantors") entered into that certain First Modification of Loan Documents dated as of March 7, 2007, which was recorded on June 1, 2007 as Document No. 0715240082 with the Register of Deeds for Cook County, Illinois (the "First Modification");

D. Lender, Mortgagor and the Guarantors also previously entered into (i) that certain Second Modification of Loan Documents dated as of August 11, 2008, and (ii) that certain Second Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August

10/1

7

UNOFFICIAL COPY

11, 2008 and recorded on August 21, 2008 as Document No. 0823431089 with the Register of Deeds for Cook County, Illinois (collectively, the "Second Modification")

E. Lender, Mortgagor and the Guarantors have entered into that certain Third Modification of Loan Documents dated as of the date hereof (the "Third Modification"); and

F. Lender and Mortgagor have agreed to amend the Mortgage as more particularly set forth herein.

Agreement

Therefore, Borrower and Lender agree as follows:

1. The following terms shall have the following meanings:

(a) The term "Mortgage," as used in the Mortgage and any of the other Loan Documents shall mean the Original Mortgage, as amended by the First Modification, the Second Modification, the Third Modification and this Amendment;

(b) The term "Note," as used in the Mortgage and any of the other Loan Documents shall mean the Note, as amended by the First Modification, the Second Modification and the Third Modification;

(c) The term "Loan Documents," as used in the Mortgage and any of the other Loan Documents shall mean the Loan Documents, as amended by the First Modification, the Second Modification and the Third Modification; and

(d) The term "Loan," as used in the Mortgage and any of the other Loan Documents shall mean the Loan, as amended by the First Modification, the Second Modification and the Third Modification.

2. Any reference in the Note, the Mortgage or any of the Loan Documents to the "Maturity Date" shall mean August 15, 2011, which, pursuant to the terms of the Third Modification, may be extended to August 15, 2012 upon the fulfillment of all required terms and conditions.

3. All other terms of the Original Mortgage (as amended by the First Modification, the Second Modification and the Third Modification) not amended hereby shall remain unmodified and in full force and effect.

4. This Amendment may be executed in counterparts which, taken together, shall constitute a single instrument.

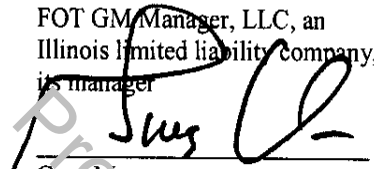
[Remainder of Page Left Blank]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor and Lender have executed this Amendment as of the date first above written.

FOT RESIDENCES I, LLC, an
Illinois limited liability company

By: FOT GM/Manager, LLC, an
Illinois limited liability company,
its manager

By: 
Name: Greg Moss
Title: Sole Member

BANK OF AMERICA, N.A., successor to
LaSalle Bank National Association

By: _____
Name: _____
Title: _____

(All signatures must be acknowledged)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor and Lender have executed this Amendment as of the date first above written.

FOT RESIDENCES I, LLC, an
Illinois limited liability company

By: FOT GM Manager, LLC, an
Illinois limited liability company,
its manager

By: _____
Name: Greg Moss
Title: Sole Member

BANK OF AMERICA, N.A., successor to
LaSalle Bank National Association

By: _____
Name: **Christopher A. Thangeraj**
Title: **Vice President**

(All signatures must be acknowledged)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENT

State of ILLINOIS)
County of COOK) ss.

I, TAMEKA R. WARD a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Greg Moss, the sole member of FOT GM Manager, LLC, an Illinois limited liability company, the manager of FOT RESIDENCES I, LLC, an Illinois limited liability 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/she signed, sealed and delivered the said instrument in his/her capacity as sole member of such limited liability company as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23RD day of September 2010.
Tameka R. Ward
Notary Public

My commission expires: Oct. 31, 2010



UNOFFICIAL COPY

ACKNOWLEDGMENT

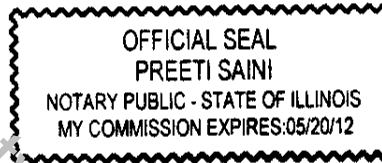
State of Illinois)
)
County of Cook)

I, Preeti Saini, a notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Christopher A. Thang the VP of BANK OF
AMERICA, N.A., a national banking association, successor by merger to LaSalle Bank National
Association, 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/she signed, sealed and
delivered the said instrument in his/her capacity as VP of such corporation
as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of September, 2010.

Preeti Saini
Notary Public

My commission expires: 5-20-12



UNOFFICIAL COPY

EXHIBIT A

LAND

Parcel 1:

Units W1001, W1008, W1011, W1503, W1505, W1702, W1806, W2106, W2205, W2302, W2401, W2603 and W2706 in The Residences at Grand Plaza Condominiums, as delineated on a plat of survey of the following described tract of land: Lots 4A and 4B, in the Subdivision at Grand Plaza, as said lots are located and delineated both horizontally and vertically in said subdivision, being a resubdivision of all of Block 25 in Kinzie's Addition to Chicago, in Section 10, also of Block 16 in Wolcott's Addition to Chicago, in Section 9, and also all of the vacated alley, 18 feet wide, in said Blocks 16 and 25 heretofore described, all in Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded December 29, 2003 as document no. 0336327024 which plat of survey is attached as Exhibit "A" to the declaration of condominium ownership recorded October 26, 2005, as document 0529910137, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Parcel 2:

Easements for the benefit of Parcel 1 are contained in Article 3.4 of the Declaration of Covenants, Conditions, Restrictions and Easements recorded August 3, 2005 as document 0521518064.

Permanent Tax Index Numbers:

Unit W1001	17-09-241-035-1009
Unit W1008	17-09-241-035-1016
Unit W1011	17-09-241-035-1019
Unit W1503	17-09-241-035-1066
Unit W1505	17-09-241-035-1068
Unit W1702	17-09-241-035-1087
Unit W1806	17-09-241-035-1102
Unit W2106	17-09-241-035-1135
Unit W2205	17-09-241-035-1145
Unit W2302	17-09-241-035-1153
Unit W2401	17-09-241-035-1163
Unit W2603	17-09-241-035-1187
Unit W2706	17-09-241-035-1201

Property Address:

545 N. Dearborn, Units W1001, W1008, W1011, W1503, W1505, W1702, W1806, W2106, W2205, W2302, W2401, W2603, W2706, Chicago, Illinois 60605