



1027447022

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING MAIL TO:

Doc#: 1027447022 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/01/2010 11:26 AM Pg: 1 of 6

Cynthia Jared, Esq.  
Reed Smith LLP.  
10 South Wacker Drive  
Suite 4000  
Chicago, Illinois 60606

4401222  
1/5

(9-28)

**SECOND AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES and FIXTURE FILING  
110 WEST SUPERIOR, LLC**

THIS SECOND AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT ASSIGNMENT OF RENTS AND LEASES and FIXTURE FILING (this "Amendment") is dated for reference purposes and effective as of June 17, 2010, (the "Second Amendment Effective Date") by 110 West Superior, LLC, an Illinois limited liability company, as mortgagor ("Mortgagor"), having its principal place of business at 2506 N. Clark Street, Suite 288, Chicago, IL, in favor of PNC Bank, National Association, successor to National City Bank ("Mortgagee"), as Agent for itself and the other Banks, as defined in the Existing Mortgage (defined below), as mortgagee.

RECITALS:

A. Reference is made to that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing creating a lien on a parcel of real estate legally described on Exhibit A, attached hereto, and recorded with the Recorder of Deeds Cook County, Illinois on June 14, 2007, as Document No. 0716544015, as amended by and that certain First Amendment to Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing recorded with the Recorder of Deeds of Cook County, Illinois on May 5, 2010, as Document No. 1012518097 (collectively, the "Existing Mortgage"). Any capitalized term used in this Amendment, but not defined herein, shall have the meaning ascribed to such term in the Existing Mortgage (including definitions of terms incorporated by reference).

B. Mortgagor and Mortgagee desire to amend the Existing Mortgage to modify the Exhibit A Legal Description.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for \$10.00 and other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

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# UNOFFICIAL COPY

1. Amendment. The Existing Mortgage is hereby amended as follows: (i) Parking Space P-70 as legally described on Exhibit "I" attached hereto and made a part hereof is deleted from the Exhibit A Legal Description and (ii) Parking Space P-78 as legally described on Exhibit "II" attached hereto and made a part hereof is added to the Exhibit A Legal Description. As of the Second Amendment Effective Date, Parking Space P-78 will be encumbered by the Existing Mortgage.
2. Release. As of the Second Amendment Effective Date, Mortgagee hereby releases all of its right, title and interest acquired pursuant to the Existing Mortgage in Parking Space P-70 legally described on Exhibit "I" attached hereto and made a part hereof.
3. Effect of Amendment. Except as expressly amended hereby, the Existing Mortgage shall remain in full force and effect. The Existing Mortgage and all rights and powers created thereby and thereunder or under such other documents are in all respects ratified and confirmed. From and after the date hereof, the Existing Mortgage shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Existing Mortgage shall continue in full force and effect and the Existing Mortgage and the applicable portions of this Amendment shall be read, taken and construed as one and the same instrument. On and after the date hereof, the term the "**Mortgage**" as used in the Notes, the Loan Agreement and all other Loan Documents shall mean the Existing Mortgage as amended hereby.

*The remainder of this page has been left intentionally blank.*

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IN WITNESS WHEREOF, the parties have executed this Second Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing, dated for reference purposes and effective as of June 17, 2010, executed on June 21, 2010.

**110 West Superior, LLC**

By: [Signature]

Name: Jonathan Zitzman

Title: Manager

STATE OF ILLINOIS )  
 ) SS:  
 COUNTY OF COOK )

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 21st day of June, 2010, personally appeared before me Jonathan Zitzman, the Manager of **110 West Superior, LLC**, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the sole manager of said company and that he signed and delivered the same on behalf of said company with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

[Signature]  
 Notary Public

My commission expires: 10-1-11

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## EXHIBIT A

### PARCEL 1:

UNITS 902, 904, 1002, 1201, 1202, 1204, 1401, 1403, 1502, 1602, 1801, 1804, 2701, P-2, P-4, P-5, P-8, P-13, P-14, P-15, P-21, P-27, P-28, P-29, P-30, P-31, P-33, P-34, P-36, P-37, P-39, P-40, P-41, P-60, P-65, P-72, P-78 AND P-81 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SUPERIOR 110 CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0905829068, AS AMENDED FROM TIME TO TIME, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 12 TO 15 AND ALL OF THE SOUTH 1/2 EAST-WEST 18 FOOT WIDE VACATED ALLEY LYING NORTH OF AND ADJOINING LOTS 12 TO 15 IN WILLIAM B. OGDEN AND EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART THEREOF INCLUDED WITHIN THE SUPERIOR 110 CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS ANY BY-LAWS FOR THE SUPERIOR 110 CONDOMINIUM ASSOCIATION RECORDED AS DOCUMENT NO. 0905829068, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 17-09-204-027-0000  
17-09-204-023-0000

Common Address: 110 – 112 W. Superior Street  
Chicago, Illinois 60602

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## EXHIBIT I

### Legal Description

UNIT P-70 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SUPERIOR 110 CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0905829068, AS AMENDED FROM TIME TO TIME, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT II

### Legal Description

UNIT P-78 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SUPERIOR 110 CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0905829068, AS AMENDED FROM TIME TO TIME, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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