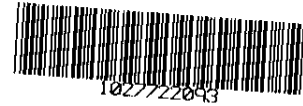


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Doc#: 1027722093 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/04/2010 01:44 PM Pg: 1 of 14

After recording return to:  
Haugh & Associates  
525 Dee Road, Suite 200  
Roselle, Illinois 60172  
Attention: Valerie A. Haugh

## AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

THIS AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS ("Amendment") is given as of September 30, 2010 by and between Rowstar, LLC - 1470 N. Milwaukee Series, an Illinois limited liability company; Rowstar, LLC - 1466 N. Milwaukee Series, an Illinois limited liability company; New Division LLC, an Illinois limited liability company ("Borrower"), and ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

### RECITALS

A. Lender has agreed to make a loan in an original principal amount of \$2,770,000.00 (the "Term Loan") and a loan in the original principal amount of \$250,000.00 (the "LOC Loan" and together with the Term Loan, collectively the "Loans") to Borrowers which Loans are evidenced by an Amended and Restated Mortgage Note ("Term Note") in an original principal amount of \$2,770,000.00 and a Mortgage Note ("LOC Note" and together with the Term Note, collectively, the "Notes") in an original principal amount of \$250,000.00.

B. The Term Note amends and restates and replaces in full those certain notes given by Borrower to Lender which were secured by the Mortgage and Rents Assignment (as hereinafter defined) (as amended, the "Original Note").

C. Borrower has previously granted to Lender (i) a first priority mortgage recorded with the Cook County Illinois Recorder's office on December 24, 2008 as Document No. 0835933168 (as amended, the "1466 Mortgage") which encumbers real estate and improvements on the real estate commonly known as 1466 N. Milwaukee, Chicago, Illinois as more particularly set forth on Exhibit A attached hereto (the "1466 Property"); (ii) a first priority mortgage recorded with the Cook County Illinois Recorder's office on December 24, 2008 as Document No. 0835933170 (the "1470 Mortgage") which encumbers real estate and improvements on the real estate commonly known as 1470 N. Milwaukee, Chicago, Illinois as more particularly set forth on Exhibit A hereto (the "1470 Property"), (iii) a first priority mortgage recorded with the Cook County Illinois Recorder's office on January 2, 2009 as Document No. 0900229047 (the "Division Mortgage" and together with the 1466 Mortgage and the 1470 Mortgage, collectively, the "Mortgage") which encumbers real estate and improvements on the real estate commonly known as 1930 W. Division Street, Chicago, Illinois as more particularly set forth on Exhibit A hereto (the "Division Property" and together with the 1466 Property and the 1470 Property and any and all improvements located thereon, the "Premises"); and (iv) an Assignment of Rents on the 1466 Property recorded on December 24, 2008 as Document No. 0835933169 (as amended, the "1466 Assignment"); (v) an Assignment of Rents on the 1470 Property recorded on December 24, 2008 as Document No. 0835933171 (as amended, the "1470 Assignment"); and (vi) an Assignment of Rents on the Division Property recorded with the Cook County Illinois Recorder's office on January 2, 2009 as Document No. 0900229048 (as amended, the "Division Assignment" and together with the 1466 Assignment and the 1470 Assignment, collectively, the "Rents Assignment").

D. As a part of the issuance of the Term Note and the making of the LOC Loan, the Borrower and Lender have agreed to amend and modify the Mortgage and Rents Assignment as set forth herein.

NOW, THEREFORE, in consideration for the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which Borrower acknowledges, the parties agree as follows.

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DEC 18 4 JL

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1. The Mortgage and the Rents Assignment are amended to secure the following:
  - (a) Payment of the amounts described in the Term Note and the LOC Note as extended or modified from time to time. Any and all references in the Mortgage or the Rents Assignment to the term "Note" shall mean the Term Note and the LOC Note.
  - (b) Payment of all other sums, together with interest, as they become due and payable to Lender under the "Related Documents". Related Documents shall mean (a) the Mortgage, (b) the Rents Assignment, (c) the Notes, (d) that certain Amended and Restated Loan Agreement between Borrower and Lender dated of even date herewith, (e) that certain Amended and Restated Continuing Payment Guaranty ("Amended Guaranty") given by Barbara Steinschneider, individually and The Barbara Steinschneider 1999 Declaration of Trust as amended and restated on 4/4/07 (collectively, "Guarantor") (i) a first priority mortgage recorded with the Cook County Illinois recorder's office on June 28, 1993 as Document No. 93-493883 (as amended, the "Related Mortgage") which encumbers real estate and improvements on the real estate commonly known as 1301 N. Hoyne, Chicago, Illinois as more particularly set forth therein ("Related Property"); (j) Assignments of Rents and Lessor's Interest in Leases recorded with the Cook County Recorder's office on June 28, 1993 as Document 93493884 on the Related Property (as amended, the "Related Assignment"); (k) that certain Amended and Restated Environmental Indemnity given by the E. R. Steinschneider Irrevocable Life Insurance Trust dated 9/23/91 and the Guarantor on the Related Property; and (m) that certain Amended and Restated Environmental Indemnity given by the Borrowers and the Guarantor on the Premises; and all other documents which, at any time, secure or provide evidence for Borrower's obligations under the Notes or the Mortgage or the Rents Assignment which are executed or submitted by any Borrower or Guarantor, in connection with the Loan, including all extensions, modifications and renewals of such documents.
  - (c) Performance and discharge of each and every of the Borrower's obligations, covenants and agreements described in the Related Documents.
  - (d) All costs and expenses to collect and enforce any and all of the obligations, including reasonable attorneys' fees and expenses.
2. The Maximum Lien secured by the Mortgage and Rents Assignment shall be amended to mean an amount that does not exceed three times the Loans plus the total amount of all advances made by Lender to protect the Collateral and the security interest and lien created hereby.
3. The property in which the Mortgage grants a lien shall be and include all of Borrower's estate, right, title and interest in and to the following (collectively, the "Property"):
  - (a) the Premises;
  - (b) all privileges, hereditaments, appurtenances, rents, leases, issues and profits from and to the Premises;
  - (c) all existing and future buildings, improvements, personal property, fixtures and equipment located at or on the Premises, including the Collateral, as defined below;
  - (d) all leases now or hereafter entered into, whether oral or written, which demise any portion of the Premises, together with any and all extensions and renewals of such Leases (collectively, the "Leases"); (b) all security deposits and guarantees of the obligations of the tenants under the Leases (individually a "Tenant" and collectively the "Tenants"); (c) the immediate and continuing right to collect and receive all rents, income, payments and profits arising out of all or any part of the Leases and the Premises (the "Rents"); (d) the right to all proceeds payable to Borrower pursuant to any purchase options on the part of any and all of the Tenants; and (e) all payments derived from any of the foregoing including, but not limited to, claims for and proceeds from (i) the recovery of damages done to the Premises or for the abatement of any nuisance existing on the Premises; (ii) damages resulting from any default under the Leases, whether resulting from acts of insolvency or acts of bankruptcy or otherwise; (iii) lump sum payments for the cancellation of any of the Leases or the waiver of any obligation or term of any of the

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Leases prior to any expiration date; and (iv) the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded Leases; and

(e) property management contracts for any or all of the Property; (b) any and all interest rate swap agreements, including the schedules thereto with regard to any or all of the Loans; and (c) all leasing and other similar contracts with agents that relate to the rental or operations of the Property; and

(f) all awards and payments to which Borrower is entitled at any time from insurance or the exercise of the right of eminent domain in connection with the Premises or the Collateral.

As used herein, the term "Collateral" shall mean all of Borrower's "Equipment" and "Fixtures," as such terms are used in the Uniform Commercial Code, that are now or are hereafter attached to, located in, placed in or necessary to the use and operation of the improvements on the Premises, together with all additions, accessions, accessories, parts, fittings, substitutes for such property, all proceeds and products of such property, all insurance payments and awards for and related to such property and all records, drawings, schematics and plans for such property. Including, but not limited to, (a) all machinery, fittings, fixtures, apparatus, equipment and articles used to supply heat, gas, electricity, air conditioning, water, light, waste disposal, power refrigeration, ventilation or fire or sprinkler protection, (b) all elevators, escalators, overhead cranes, hoists and assists power driven machinery and equipment and other similar machinery and equipment, (c) all furniture, furnishings, supplies, draperies, maintenance and repair equipment and supplies, floor coverings, screens, storm windows, blinds, awnings, appliances, building supplies and materials, shrubbery and plants, (d) all appliances, including refrigerators, stoves, microwave ovens, dishwashers, wash machines, clothes dryers, garbage disposals, trash compactors and similar appliances, and (e) all interest of Borrower in any of the above-described property hereafter acquired; however, the collateral excludes the trade fixtures, inventory and removable personal property owned by any tenant or licensee of the real property. The enumeration of any specific articles of the Collateral shall in no way be held to exclude any items of property not specifically enumerated. The Collateral also includes all rents, issues and profits and security deposits arising from the above-described real and personal property, and all accounts held by Lender including, but not limited to, all escrow accounts for the payment of real estate taxes and assessments; insurance premiums; or repairs, replacements or improvements to the real or personal property.

4. The Mortgage is amended to provide that such Mortgage constitutes a security agreement as defined in the Uniform Commercial Code (the "Code"). Borrower grants to Lender a security interest, as defined in the Code, in the Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. At Lender's sole option, the Collateral shall be regarded as part of the Premises at all times, for all purposes and in all proceedings (both legal and equitable), irrespective of whether such item is physically attached to the Premises or any such item is referred to or reflected in a financing statement, and Lender may have the Collateral deemed part of the Premises upon any foreclosure of the Premises.

5. The Mortgage is amended to provide that THE MORTGAGE IS AND SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING for all of the Collateral that is, or that becomes, fixtures. The fixture filing shall be effective from the date of the filing of this Amendment in the real estate records of the county in which the Premises are situated. Information concerning the security interest created by this instrument may be obtained from Lender, as secured party, as that term is used in the Code, at its address set forth herein. The address of Borrower, as debtor, as that term is used in the Code, is also set forth herein.

6. The following affirmative covenants are hereby added to the Mortgage and Rents Assignment:

(a) Escrows. Upon any Event of Default, at Lender's request, pay:

(i) In escrow to Lender an amount (either in single payment, monthly fractional payments, or a combination of such payments, at Lender's option), which Lender estimates to be sufficient to enable Lender to pay at least 30 days before they become due [1] all taxes, assessments, and other similar charges levied against the Property, [2] all insurance premiums on any required policy or policies of insurance under this Mortgage, and [3] all premiums for any mortgage guaranty insurance, if any of the Obligations are guaranteed by such insurance.

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- (ii) To Lender, upon demand, such additional amounts as are necessary to allow these items to be paid in full when due.
- (iii) Any amount by which the actual taxes or insurance premiums exceed the amount collected in escrow by Lender.

Lender may commingle escrowed funds with Lender's general funds. No interest shall be paid on escrowed funds. Lender shall not be obliged to make a payment from any escrow account more than twice a year. Lender may make such payments by delivering a check to the appropriate tax collecting authority or official or insurer. Lender shall have no liability for under-estimating any escrowed amounts.

(b) Leases. Faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Leases to be performed by Borrower. Use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Tenants. Deliver to Lender, upon request, executed copies of any and all other and future leases upon all or any part of the Premises. Give prompt notice to Lender of any notice received from any tenant of default on the part of Borrower with respect to any of the Leases, together with an accurate and complete copy of any such notice. Short of termination of any of the Leases, enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Leases to be performed by each of the Tenants. Upon an Event of Default and demand by Lender, transfer to Lender all security deposits held by Borrower in connection with the Leases. All security deposits transferred to Lender shall become the absolute property of Lender to be applied in accordance with the provisions of the Leases. Lender may hold such deposits without any allowance of interest. Until Lender makes such demand and the deposits are paid over to Lender, Lender assumes no responsibility to the Tenants for such deposits. After such deposits are paid over to Lender, Lender shall be responsible for the return of such deposits to the Tenants which paid such deposits in an amount not to exceed the amount of deposit received by Lender on the account of each of the Tenants.

(c) Financial Reporting.

- (i) By April 30 of each year, cause Borrower, each guarantor of the Obligations defined in the Mortgage and, if Borrower is a partnership, each of Borrower's general partners, to furnish to Lender certified financial statements (including a balance sheet and income statement) and certified global cash flow statements.
- (ii) At the same time, provide to Lender (1) a certified rent roll for the improvements on the Premises defined in the Mortgage and (2) certified operating statements for such improvements that include at least gross income (itemized as to source), operating expenses (itemized), depreciation charges and net income before and after federal taxes.
- (iii) Within 15 days after filing each year, cause Borrower, each guarantor of the Obligations and, if Borrower is a partnership, each of Borrower's general partners, to furnish to Lender certified copies of their federal income tax returns, together with certified copies of all Schedule K-1s they received for such year.
- (iv) Provide, as required by Lender in its reasonable discretion, such financial statements, global cash flow statements, tax returns, rent rolls, and operating statements to Lender more frequently.

If Lender is not provided with such documents when required and such default continues for thirty (30) days after written notice thereof is given to Borrower by Lender, Lender shall have the right, in addition to any other rights and remedies, to audit the applicable books and records at Borrower's expense. Such documents shall be in form reasonably satisfactory to Lender. As used in this Section, a document is "certified" if it contains, or is appended to, a statement that states that it is true and correct and it is signed by the subject individual personally, a general partner, member or officer of a subject entity, a certified public accounting firm engaged by the subject individual or entity or the subject individual's or entity's property manager. If such statement is executed by a certified public accounting firm or a property manager, it shall be deemed to be made by the subject individual or entity rather than the accounting firm or property manager. Without limiting the foregoing, the parties acknowledge



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that the definition of "certified" used herein is not the definition accorded to "certified" under GAAP (as defined in the Loan Agreement).

(d) Insurance. Purchase federal flood insurance in amounts and coverages satisfactory to Lender if, at any time during the term of the Loan, FEMA Form 91-93 (or any replacement form) shows that any portion of the Property or other collateral that secures the Loan is located within a special flood hazard area. WITHOUT LIMITING ANY OF THE PROVISIONS CONTAINED HEREIN AND/OR LENDER'S RIGHTS HEREUNDER, IN THE EVENT THAT BORROWER DOES NOT FULFILL ITS REQUIREMENTS TO CARRY THE REQUIRED INSURANCE HEREUNDER AND/OR TO PROVIDE THE LENDER WITH PROOF OF SUCH INSURANCE, LENDER MAY, BUT IS NOT OBLIGATED TO, PURCHASE SUCH INSURANCE AT BORROWER'S EXPENSE TO PROTECT LENDER'S INTERESTS IN AND TO THE PROPERTY. THIS INSURANCE MAY, BUT NEED NOT, PROTECT BORROWER'S INTERESTS. THE COVERAGE OBTAINED BY LENDER MAY NOT PAY ANY CLAIM THAT IS MADE BY OR AGAINST BORROWER IN CONNECTION WITH THE PROPERTY. IF BORROWER COMPLIES WITH THE REQUIREMENTS HEREUNDER AND SUBSEQUENTLY PROVIDES EVIDENCE OF THE REQUIRED INSURANCE HEREUNDER, BORROWER MAY CANCEL ANY OF SUCH INSURANCE PURCHASED BY LENDER. BORROWER SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS OF ANY INSURANCE PURCHASED BY LENDER HEREUNDER, INCLUDING INTEREST (AT THE DEFAULT RATE OF INTEREST) THEREON, AND ANY OTHER CHARGES THAT LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF SUCH INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OF THE INSURANCE OR PAYMENT OF SUCH AMOUNTS DUE. THESE COSTS, INCLUDING INTEREST AND OTHER CHARGES, MAY BE ADDED TO THE OUTSTANDING PRINCIPAL BALANCE OF THE NOTE, AT LENDER'S OPTION. THE COST OF SUCH INSURANCE MAY BE MORE THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN ON ITS OWN.

7. The following is added to the 1470 Mortgage:

(a) Transfers. Without prior written consent of Lender, Borrower shall not permit to sell (including any installment sale), convey, lease, assign, encumber or otherwise dispose of or transfer, directly or indirectly, all or any part of the Property, whether legal or equitable and whether voluntary or involuntary. Notwithstanding the foregoing, Borrower may enter into leases for tenant space provided such leases are made in the ordinary course of business. As used in the Mortgage, the phrase "in the ordinary course of business" means conduct that occurs before an Event of Default that is commercially reasonable, in accordance with customary leasing and property management practices in the community in which the Premises are located and intended to enhance the value of the Property.

(b) Control. Without the prior written consent of Lender, Borrower shall not:

(i) Permit or take any act or make any omission that would have the effect of directly or indirectly changing the ownership or control of Borrower, including without limitation, if Borrower is an entity, the sale (including any installment sale), conveyance, assignment or other transfer by it or any of its equity holders of any equity or voting interest or the issuance of any equity or voting interest of any class or type by it to any person or entity or entities so as to change the now existing proportionate ownership and control interests of the existing equity holders.

(ii) Obtain any financing which, or any part of which, will be secured by a lien against or assignment of any equity interest in Borrower.

No consent to any such transfer shall constitute consent to any further such act. Lender may require Borrower to pay the entire unpaid balance of the Obligations upon the occurrence of any unpermitted transfer. Notwithstanding the foregoing, the death, incompetency or disability of any individual shall not be a breach of the foregoing covenant if the estate of such individual assumes the obligations of the Guaranty if such individual was a Guarantor and if requested by Lender, in its reasonable discretion, a substitute guarantor assumes the obligations hereunder within 90 days of such individual's death, incompetency or disability.

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(c) Waste. Borrower shall not commit or permit waste upon the Property or do or permit any act which would weaken, diminish or impair the Property.

(d) Liens. Borrower shall keep the Property free from all liens and encumbrances.

(e) Taxes. Borrower shall

(i) Pay, before they become delinquent all taxes, special and other assessments and other charges which are levied or assessed at any time by virtue of any law or assessment against any or all of the following: [1] Borrower; [2] the Property; [3] Lender as a result of the Loan (other than ordinary income taxes payable by Lender); [4] Lender's interest in the Property; and [5] the Obligations.

(ii) Upon request or according to any schedule set by Lender, deliver to Lender receipts showing the timely payment of such taxes, assessments and charges.

(iii) Pay all such taxes, assessments and charges under protest as provided by law despite any contest of any such taxes, assessments and charges.

8. The following are hereby added to the Due on Sale clause in the 1466 Mortgage and the Division Mortgage:

(a) Transfers. Permit Borrower to sell (including any installment sale), convey, lease, assign, encumber or otherwise dispose of or transfer, directly or indirectly, all or any part of the Property, whether legal or equitable and whether voluntary or involuntary (collectively, a "Transfer"). Notwithstanding the foregoing, Borrower may enter into leases for tenant space provided such leases are made in the ordinary course of business. As used in this Mortgage, the phrase "in the ordinary course of business" means conduct that occurs before an Event of Default that is commercially reasonable, in accordance with customary leasing and property management practices in the community in which the Premises are located and intended to enhance the value of the Property.

(b) Control. Without the prior written consent of Lender allowing any of the following (collectively, a "Change of Control" to occur:

(i) Permit or take any act or make any omission that would have the effect of directly or indirectly changing the ownership or control of Borrower, including without limitation, if Borrower is an entity, the sale (including any installment sale), conveyance, assignment or other transfer by it or any of its equity holders of any equity or voting interest or the issuance of any equity or voting interest of any class or type by it to any person or entity or entities so as to change the now existing proportionate ownership and control interests of the existing equity holders.

(ii) Obtain any financing which, or any part of which, will be secured by a lien against or assignment of any equity interest in Borrower.

No consent to any such transfer shall constitute consent to any further such act. Lender may require Borrower to pay the entire unpaid balance of the Obligations upon the occurrence of any unpermitted transfer. Notwithstanding the foregoing, the death, incompetency or disability of any individual shall not be a breach of the foregoing covenant if the estate of such individual assumes the obligations of the Guaranty if such individual was a Guarantor and if requested by Lender, in its reasonable discretion, a substitute guarantor assumes the obligations hereunder within 90 days of such individual's death, incompetency or disability.

9. The following shall be added as an "Event of Default" under the Mortgage and the Rents Assignment:

Transfers of the Property. Any Transfer or Change of Control occurs.

Related Properties. There is an Event of Default under any of the Related Mortgages, Related Assignments.

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Loan Documents. There is an Event of Default under any of the Related Documents which remains uncured after any applicable notice and cure period provided for in such Related Documents.

10. Any and all references in the Mortgage or the Rents Assignment to the term "Mortgage" shall mean the Mortgage as amended hereby. Any and all references in the Mortgage or the Rents Assignment to the term "Guaranty" shall mean the Amended Guaranty.

11. Borrower represents and warrants to Lender the following:

(a) The representations and warranties in the Mortgage and Rents Assignments are true and correct as of the date hereof.

(b) There is currently no Event of Default under the Mortgage and/or the Rents Assignment and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default thereunder.

(c) The Mortgage and Rents assignment are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Mortgage or the Rents Assignment as modified herein.

(e) Borrower has the requisite power and authority to execute and deliver this Agreement and to perform the Mortgage and Rents Assignment as modified herein. The execution and delivery of this Agreement and the performance as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

12. The following is hereby added to the Mortgage and the Rents Assignment:

Waivers. Borrower shall not at any time insist upon or plead, or in any manner whatever claim or take any advantage of, any stay, exemption or extension law, including, but not by way of limitation, any Homestead Exemption Law, or any so-called "Moratorium Law" which is in force at any time; and shall not claim, take or insist upon any benefit or advantage of or from any law which provides for the valuation or appraisal of all or any part of the Property prior to any sale of sales of the Property to be made pursuant to any provision of this Mortgage or to the decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem all or any part of the Premises or which relates to the marshaling of assets upon a foreclosure sale or other action to enforce this Mortgage. Borrower expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, excepting only decree or judgment creditors of Borrower which acquire any interest or title to all or any part of the Property or beneficial interests in Borrower subsequent to the date of this Mortgage. Any and all rights of redemption of Borrower and of all other persons are and shall be deemed to be waived to the fullest extent permitted by the provisions of any applicable law or replacement statute. Borrower shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy of Lender and shall permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted Borrower agrees that no action to enforce the lien or any provision of this Mortgage will be subject to any defense which would not be good and valid in an action upon the Note. Borrower acknowledges that the Property does not constitute agricultural real estate or residential real estate. To the extent permitted by applicable law, Borrower waives any and all right of redemption pursuant to Section 5/15-1601(b) of the Act.

13. Borrower consents to the jurisdiction of the courts of the State of Illinois situated in the county in which the Premises are located and the United States District Court for the Northern District of Illinois for the purpose of any suit, action or other proceeding arising out of any of the terms or provisions of the Related Documents, and expressly waives any and all objections that Borrower may have as to venue in any of such courts. **TO THE**

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**EXTENT PERMITTED BY LAW, BORROWER, WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BROUGHT WITH RESPECT TO ANY OR ALL OF THE RELATED DOCUMENTS, INCLUDING WITHOUT LIMITATION THE MORTGAGE AND THE NOTES.**

14. All notices to be given to Borrower or Lender under the Mortgage, the Rents Assignment or any other of the Related Documents shall be in writing and shall be deemed given (i) upon receipt by the intended recipient, or any officer, director or equity holder of the intended recipient (except, in the case of notices to Lender, only upon receipt by an officer who works at the address set forth above or at such other address as Lender designates by written notice to Borrower after the date hereof); (ii) if mailed, upon mailing to the intended recipient at the intended recipient's address set forth above (or any address designated by the intended recipient by written notice to the other after the date of this Mortgage), postage prepaid, either by registered or certified mail, return receipt requested for notices from Borrower to Lender and default notices to Borrower from Lender or by first class mail for all other notices from Lender to Borrower; or (iii) if transmitted by a recognized courier service, upon delivery to such courier with fees paid by the sender addressed to the intended recipient at the intended recipient's address set forth below (or any address designated by the intended recipient by written notice to the other after the date hereof).

To Lender: ASSOCIATED BANK, NATIONAL ASSOCIATION  
5200 N Central  
Chicago, IL 60630  
Attention: Michael McGovern

With a copy to: Haugh & Associates, Ltd  
525 Dee Road, Suite 200  
Roselle, Illinois 60172  
Attention: Valerie Haugh

If to Borrower: c/o Ms. Tara Steinschneider  
1427 N. Hoyne Avenue  
Chicago, IL 60622

With a Copy To: Mitchell Feinberg  
Chuhak & Tecson  
30 S. Wacker Drive, Suite 2600  
Chicago, IL 60606

15. The following is hereby added to the Mortgage and Rents Assignment:

Borrower grants Lender a security interest and lien, without any limitation, in any property, credit balance, escrow or other money, now or hereafter owed Borrower by Lender, and Lender may, at any time after the occurrence of an Event of Default, without notice or demand, set off any such property, credit balance, escrow or other money against any Obligations whether or not due. To the extent permitted by applicable law and without limiting the foregoing, Borrower grants and Lender reserves a right of setoff in all of Borrowers accounts with Lender (whether checking, savings or some other account). This includes all accounts Borrowers or any of them hold jointly with someone else and all accounts Borrowers or any of them may open in the future. However, this does not include any IRA or Keogh accounts or any trust accounts for which setoff would be prohibited by law. Borrowers authorize lender, to the extent permitted by applicable law, to charge or setoff all sums owing hereunder against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff right provided herein.

16. The following is hereby added to the Mortgage and Rents Assignment:

If any provision in the Mortgage shall be inconsistent with any provision of the statutes or common law of the State of Illinois governing the foreclosure of the Mortgage (collectively, "Foreclosure Laws"), the provisions of the Foreclosure Laws shall take precedence over the provisions of the Mortgage, but shall not invalidate or render unenforceable any other provision of the Mortgage that can be construed in a manner consistent with the Foreclosure Laws. If any provision of the Mortgage shall grant to Lender any rights or remedies upon default of Borrower



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which are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Laws in the absence of said provision, Lender shall be vested with rights granted in the Foreclosure Laws to the full extent permitted by Law.

17. Miscellaneous

(a) All references in the Mortgage and the Rents Assignment to the Note shall mean the Notes.

(b) The Mortgage and the Rents Assignment shall remain in full force and effect except as specifically amended hereby. This Amendment benefits Lender and Lender's successors and assigns, and binds Borrowers and their respective heirs, personal representatives, successors and assigns.

(c) This Amendment shall be governed by the laws of the State of Illinois.

(d) This Amendment may be entered into in counterparts, each of which shall constitute an original and all of which when taken together shall constitute one document.

18. **Release.** In consideration of the agreements of Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower, on behalf of itself and its respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Lender, and its successors and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Lender and all such other persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, suits, controversies, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Borrower or any of its successors, assigns, or other legal representatives may now own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with any of the Related Documents or transactions thereunder or related thereto. Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

# UNOFFICIAL COPY

Dated as of the date set forth above.

**BORROWER:**

Rowstar, LLC – 1470 N. Milwaukee Series, an Illinois limited liability company

By: Tara Steinschneider Vossough  
Tara Steinschneider Vossough, its manager

Rowstar, LLC – 1465 N. Milwaukee Series, an Illinois limited liability company

By: Tara Steinschneider Vossough  
Tara Steinschneider Vossough, its manager

New Division LLC, an Illinois limited liability company

By: Tara Steinschneider Vossough  
Tara Steinschneider Vossough, its manager

**LENDER:**

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

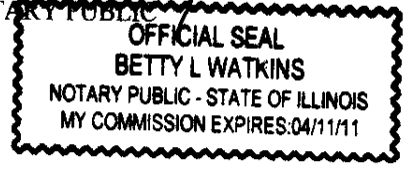
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook

I, Betty L. Watkins, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tara Steinschneider Vossough, as manager of Rowstar, LLC - 1470 N. Milwaukee Series, 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 such manager of said company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 15<sup>th</sup> day of Sept., 2010.

My commission expires: 4-11-11

Betty L. Watkins  
NOTARY PUBLIC



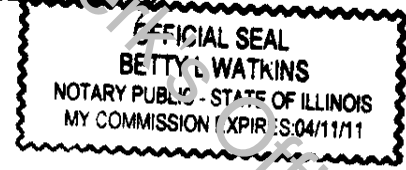
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook

I, Betty L. Watkins, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tara Steinschneider Vossough, as manager of Rowstar, LLC - 1466 N. Milwaukee Series, 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 such manager of said company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 17<sup>th</sup> day of Sept., 2010.

My commission expires: 4-11-11

Betty L. Watkins  
NOTARY PUBLIC



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook

I, Betty L. Watkins, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tara Steinschneider Vossough, as manager of New Division LLC, 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 such manager of said company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 28<sup>th</sup> day of Sept., 2010.

My commission expires: 4-11-11

Betty L. Watkins  
NOTARY PUBLIC



# UNOFFICIAL COPY

Dated as of the date set forth above.

**BORROWER:**

Rowstar, LLC – 1470 N. Milwaukee Series, an Illinois limited liability company

By: \_\_\_\_\_  
Tara Steinschneider Vossough, its manager

Rowstar, LLC – 1466 N. Milwaukee Series, an Illinois limited liability company

By: \_\_\_\_\_  
Tara Steinschneider Vossough, its manager

New Division LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Tara Steinschneider Vossough, its manager

**LENDER:**

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: Michael McGovern  
Name: Michael McGovern  
Title: Vice President

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

I, Loray S. Taylor, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael McGovern, as Vice President of Associated Bank NA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. of said bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 30<sup>th</sup> day of September, 2010.

Loray S. Taylor  
NOTARY PUBLIC

My commission expires: 6/26/11



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

1930-32 W. Division, Chicago, Illinois  
PIN 17-06-226-021

LOTS 24, 25 AND 26 IN BLOCK 2 IN J. PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1466 N. Milwaukee Avenue, Chicago, Illinois  
PIN 17-06-208-007

LOT 8 (EXCEPT THE SOUTHWESTERLY 25.5 FEET THEREOF TAKEN FOR ELEVATED RAILROAD) IN BLOCK 6 IN D.S. LESS ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1470 N. Milwaukee Avenue, Chicago, Illinois  
PIN 17-06-208-006

LOT 7 (EXCEPT THE SOUTHWESTERLY 25.5 FEET THEREOF) IN BLOCK 6 IN D.S. LEE'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY OF COOK COUNTY Clerk's Office