



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Doc#: 1036344075 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/29/2010 03:31 PM Pg: 1 of 7

JPMORGAN CHASE BANK, N.A.
3929 West John Carpenter Freeway,
Irving, Texas 75063,
Mail Code: TX1-1708
Attention: Post Closing
Loan No. 062348735

02-1053

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OMNIBUS AMENDMENT TO LOAN DOCUMENTS

THIS OMNIBUS AMENDMENT TO LOAN DOCUMENTS (this "Amendment") is effective as of December 1, 2010, and is made by and between JPMORGAN CHASE BANK, N.A. ("Lender") and BIRCHWOOD LZ, LLC, a Delaware limited liability company ("Borrower").

RECITALS

A. On or about May 20, 2003, Washington Mutual Bank ("WMB") or a predecessor made a loan (the "Loan") to Borrower evidenced by that certain Promissory Note dated May 20, 2003, in the original principal amount of Nine Hundred Thousand and No/100 Dollars (\$900,000.00) (the "Note"). The Note is secured by a deed of trust, security agreement, assignment of leases and rents and fixture filing, or by a mortgage, security agreement, assignment of leases and rents and fixture filing or similar instrument dated May 20, 2003, and recorded on or about June 10, 2003 in the Official Records of Cook County (the "County"), IL as Instrument Number 0316132111 (the "Security Instrument"). The Security Instrument encumbers that certain real property located at 1536-1544 Birchwood Avenue, Chicago, Illinois, 60626 (the "Property"), as more particularly described in Schedule 1 attached hereto. The Note, the Security Instrument, and all other documents (including any addenda to the Note and Security Instrument) securing, evidencing, guarantying or pertaining to the Loan shall be referred to collectively hereinafter as the "Loan Documents". Unless otherwise defined herein, all initially capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Security Instrument.

B. Chase Bank, N.A. purchased the Loan from the Federal Deposit Insurance Corporation as receiver for Washington Mutual Bank, and is the current owner and holder of the Loan.

C. On or about December 1, 2010, Borrower and Lender executed that certain Loan Modification Agreement (the "Loan Modification Agreement").

NOW, THEREFORE, based upon the Recitals, which are hereby incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower agree as follows:

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1. Pursuant to the Loan Modification Agreement, certain terms of the Note, the Security Instrument and/or the other Loan Documents have been modified and amended as of the "Effective Date" specified therein.

2. All references in the Loan Documents to the Note, the Security Instrument, or any other Loan Document shall mean such Loan Documents as amended by the Loan Modification Agreement.

3. Except as set forth in the Loan Modification Agreement, the Loan Documents are unamended and unmodified and the terms and provisions of the same are hereby ratified and affirmed.

Property of Cook County Clerk's Office

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

LENDER:

BORROWER:

JPMORGAN CHASE BANK, N.A.

BIRCHWOOD LZ, LLC, a Delaware limited liability company

By: 

By: Azar Holdings, LLC, its member/manager

Name: Judy Martinez

By: Aries Real Estate Fund, LLC

Title: Officer

Its: Member/Manager

By: _____

Print Name: Andrea Riegsecker

Its: Chief Financial Officer

Property of Cook County Clerk's Office

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

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____


BORROWER:

BIRCHWOOD LZ, LLC, a Delaware limited liability company

By: Azar Holdings, LLC, its member/manager

By: Aries Real Estate Fund, LLC
Its: Member/Manager

By: Freeman Realty Advisors, Inc.
Its: Manager

By: 
Name: Neil D. Freeman
Its: President

Property of Cook County Clerk's Office

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STATE OF Texas)
) ss.
COUNTY OF Dallas)

I, Jesse Silva, a notary public in and for the County of Dallas, State of Texas, do hereby certify that Judy Martinez, personally known to me to be the same person whose name is subscribed to the foregoing, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the Omnibus Amendment as his/her free and voluntary act, and the free and voluntary act of JPMorgan Chase Bank, N.A., for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of December, 2010.

Notary Public

My commission expires August 23, 2014.



STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a notary public in and for the County of _____, State of Illinois, do hereby certify that **Andrea Riegsecker**, personally known to me to be the same person whose name is subscribed to the foregoing, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the Omnibus Amendment as her free and voluntary act, and the free and voluntary act of Aries Real Estate Fund, LLC, for the uses and purposes therein set forth.

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

Notary Public

My commission expires _____, 20____.

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a notary public in and for the County of _____, State of Illinois, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the Omnibus Amendment as his/her free and voluntary act, and the free and voluntary act of JPMorgan Chase Bank, N.A., for the uses and purposes therein set forth.

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

Notary Public

My commission expires _____, 20__.

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, Christina Lopez, a notary public in and for the County of Cook, State of Illinois, do hereby certify that **Neil D. Freeman**, personally known to me to be the same person whose name is subscribed to the foregoing, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the Omnibus Amendment as her free and voluntary act, and the free and voluntary act of Aries Real Estate Fund, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of December, 2010.

Christina Lopez

Notary Public

My commission expires October 1, 20__.



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Schedule "1"

Legal Description

LOT 9 IN BLOCK 3 IN BIRCHWOOD BEACH, BEING A SUBDIVISION OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, [EXCEPT THAT PART OF SAID LOT 9, DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST CORNER OF SAID LOT 9; THENCE EAST ALONG THE SOUTH LINE OF LOT 9, 65 FEET WEST MORE OR LESS TO A POINT IN SAID SOUTH LINE OF SAID LOT 9, 150 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH AT RIGHT ANGLES TO SOUTH LINE OF SAID LOT 9, 35 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 9; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 9 TO THE POINT OF BEGINNING], IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1536-44 W. BIRCHWOOD AVE. / 7529-31 N. ROGERS AVE., CHICAGO, IL 60626

PIN: 11-29-301-006-0000

Schedule 1