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Doc#: 1100729010 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/07/2011 08:47 AM Pg: 1 of 7

This Modification Prepared by
and after recording should be returned to:

Wesley W. Broquard
Barnes & Thornburg LLP
One North Wacker Drive, Suite 4400
Chicago, Illinois 60606

15-002413-01
001711-4037

SECOND MODIFICATION OF MORTGAGE

THIS SECOND MODIFICATION OF MORTGAGE (this "Modification") is made this 6th day of December 2010, to be effective as of June 1, 2010 (the "Effective Date"), by North Star Trust Company, not individually but as successor trustee to Cosmopolitan Bank and Trust, under Trust Agreement dated April 25, 2009, and known as Trust Number 31160 ("Grantor"), to and for the benefit of U.S. Bank N.A., its successors and/or assigns ("Lender"), with reference to the following facts:

A. Lender, as successor in interest to Park National Bank, which was the successor in interest to Cosmopolitan Bank and Trust, is the legal owner and holder of a Promissory Note dated June 1, 2009 (the "Note"), made by Merryman Hotel Corporation, an Illinois corporation ("Merryman" and, together with Grantor, the "Borrower") in the original principal amount of \$350,000.00 (the "Loan"). The Note restated and replaced certain prior notes dating back to May 19, 2000, in the original principal amount of \$300,000.00.

B. The Note is secured by, among other things, that certain Mortgage dated May 19, 2000, and recorded in the office of the Recorder of Cook County, Illinois, on June 21, 2000, as document number 00456357, as amended by that certain Modification of Mortgage dated June 1, 2002, and recorded in said Recorder's Office on June 19, 2002, as document number 0020686198 (collectively, the "Mortgage"), creating a first mortgage lien against real property and improvements located in Chicago, Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Security Property").

C. Pursuant to that certain Loan Extension Agreement of even date herewith (the "Extension"), Borrower and Lender have agreed to make certain modifications and extensions to the Loan.

D. In order to induce Lender to enter into the Extension, Grantor has agreed to amend the Mortgage as set forth herein, but not otherwise.

S YES
P 7
S NO
M YES
SO YES
E NO
INT NO

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NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of Lender's execution and delivery of the Extension, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor, intending to be legally bound, agrees as follows:

1. **Definitions.** Defined terms used in this Modification that are not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. **Amendments.**

(a) Effective as of the Effective Date, the term of the Loan is extended from June 1, 2010, to March 1, 2011, and the Maturity Date of the Note shall be March 1, 2011.

(b) All references to the "Note" in the Mortgage shall be deemed to refer to the Note as defined herein and modified by the Extension, as further amended, restated, modified, extended, renewed, guaranteed or assumed from time to time.

(c) The definition of Grantor (also called "Borrower" and "Mortgagor") set forth in the Mortgage is hereby amended to be the definition of Grantor given in the preamble of this Modification.

(d) The definition of Lender in the Mortgage is hereby amended to be the definition of Lender given in the preamble of this Modification, having the following address for notice purposes:

U.S. Bank N.A.
6100 N. Northwest Highway
Chicago, Illinois 60631
Attention: Karen S. Castellanos

3. **Amendments to Assignment of Rents.** As further security for the Loan, Grantor additionally executed and delivered that certain Assignment of Rents in favor of Lender dated May 19, 2000, and recorded June 21, 2000, in the office of the Recorder of Cook County, Illinois as document number 00456358 (the "Assignment of Rents"). The definition of "Note" given in the section of the Assignment of Rents captioned DEFINITIONS, and all references to the Note in the Assignment of Rents, are hereby amended and deemed to refer to the Note as defined herein and modified by the Extension, as further amended, restated, modified, extended, renewed, guaranteed or assumed from time to time. The definition of Lender in the Assignment of Rents is hereby amended to be the definition of Lender given in the preamble of this Modification, and the definition of Grantor set forth in the Assignment of Rents is hereby amended to be the definition of Grantor given in the preamble of this Modification.

4. **Recording.** Upon the execution of this Modification, Borrower shall cause it to be promptly recorded in the Office of the County Recorder for Cook County, Illinois.

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5. **Continuing Force and Effect.** Except as specifically modified by this Modification, the Mortgage shall continue in full force and effect. Borrower reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Lender pursuant to the Mortgage and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Modification, affected in any manner whatsoever.

6. **Exculpatory Clause.** This Modification is executed by Grantor, not personally but as successor trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and Grantor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Grantor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Grantor personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look to any or all of the following for the payment thereof:

- (a) to the Security Property by the enforcement of the lien created by the Mortgage;
- (b) to any other security given to secure the payment of the Note; and
- (c) to the personal liability of each guarantor (if any) of the payment of the Note and the performance of the Grantor hereunder.

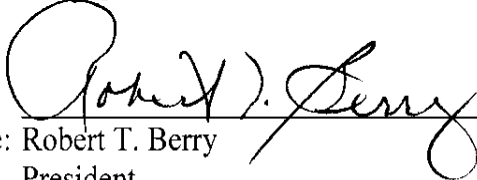
[signature page follows]

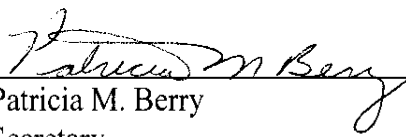
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WITNESS the due execution of this Modification as of the date first above written.


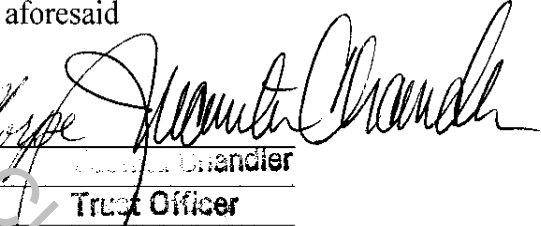
BORROWER:

Merryman Hotel Corporation,
an Illinois corporation

By: 
Name: Robert T. Berry
Its: President

By: 
Name: Patricia M. Berry
Its: Secretary

North Star Trust Company, not individually
but as successor trustee as aforesaid

By:  
Name: David D. Hoopes Jennifer Brandler
Its: Trust Officer Trust Officer

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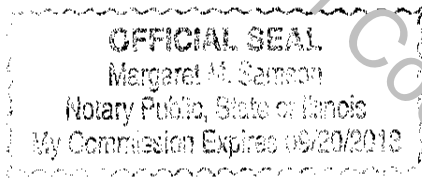
ACKNOWLEDGMENTS:

STATE OF ILL)
COUNTY OF COOK) ss.

I, the undersigned, a Notary Public in and for said County and State, certify that Robert T. Berry and Patricia M. Berry, as the president and secretary, respectively, of Merryman Hotel Corporation, and personally known or proven to me by adequate identification to be the persons whose names are subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 13 day of December 2010.

[seal]



Margaret M. Samson

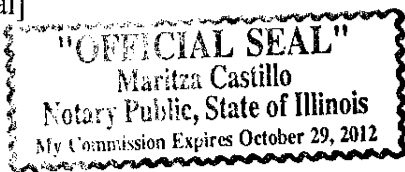
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, the undersigned, a Notary Public in and for said County and State, certify that ~~Robert T. Berry and Patricia M. Berry~~ Shandier, personally known to me to be the Trust Officers of North Star Trust Company, and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that s/he signed and delivered the said instrument as her/his free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 13th day of December, 2010.

[seal]



Maritza Castillo
Notary Public

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ACCEPTED as of the date first above written:

LENDER:

U.S. Bank N.A.

By: Karen Castellanos
Name: Karen Castellanos
Its: AVP

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ACKNOWLEDGMENT:

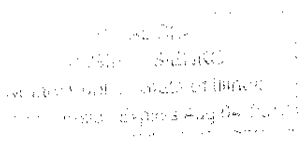
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, certify that Karen Castellanos, personally known to me to be the employee of U.S. Bank N.A., and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that s/he signed and delivered the said instrument as her/his free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 13 day of December, 2010.

[seal]

Giuseppe A. Sella
Notary Public



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EXHIBIT A

SECURITY PROPERTY

Lot 13 in Block 34 in Hyde Park in the Southwest Fractional $\frac{1}{4}$ of Section 12, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 5325-27 South Cornell Avenue, Chicago, IL 60615

PIN: 20-12-111-006-0000

CHDS01 650753v1

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