

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
Attn: Katherine S. Sprenger



Doc#: 1105610045 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/25/2011 11:58 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:

Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
Attn: Katherine S. Sprenger

305309
1882

[This Space For Recorder's Use Only]

**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 (this "Mortgage Amendment") is dated as of December 10, 2010, by and between METRO COMMONS, L.L.C., an Illinois limited liability company having an office at c/o Plote Property Management LLC, 1141 E Main Street, Suite 100, East Dundee, Illinois 60118 ("Mortgagor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Administrative Agent under the Loan Agreement, defined below, having an office at 209 S. LaSalle Street, Suite 210, Chicago, Illinois 60604 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor, by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 10, 2008 in favor of Mortgagee, which was recorded on June 11, 2008 in Cook County, Illinois as Document No. 0816339069, as amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 10, 2010 by and between Mortgagor and Mortgagee and recorded on August 19, 2010 in Cook County, Illinois as Document No. 1023140074 and that certain Second Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of September 10, 2010 by and between Mortgagor and Mortgagee and recorded on November 5, 2010 in Cook County, Illinois as Document No. 1030945042 (as so amended, the "Mortgage"), granted, sold, conveyed, mortgaged, pledged and assigned unto Mortgagee, on behalf of Lenders (as defined in the Loan Agreement), certain real property located in Cook County, Illinois, which is more particularly described on Exhibit A attached hereto, to secure certain Secured Obligations (as defined in the Mortgage);

WHEREAS, reference is made to that certain Loan Agreement dated June 10, 2008 by and between Borrower and Mortgagee (the "Original Loan Agreement"), as amended by that

UNOFFICIAL COPY

certain First Amendment to Notes and Other Loan Documents of even date herewith by and among Borrower, Metro Commons Hospitality, L.L.C., an Illinois limited liability company ("**Hotel Borrower**"), Raymond E. Plote ("**Raymond**"), Daniel R. Plote ("**Daniel**"), David R. Plote ("**David**"), Daniel L. Shepard ("**Shepard**" and, together with Raymond, Daniel and David, collectively, "**Guarantors**"), Mortgagee and Lenders (the "**First Amendment**"), that certain Second Amendment to Notes and Other Loan Documents dated as of September 10, 2010 by and among Borrower, Hotel Borrower, Guarantors, Mortgagee and Lenders (the "**Second Amendment**") and that certain Third Amendment to Notes and Other Loan Documents of even date herewith by and among Borrower, Hotel Borrower, Guarantors, Mortgagee and Lenders (the "**Third Amendment**"; the Original Loan Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment and as may be further amended, restated or modified from time to time, the "**Loan Agreement**") relating to a certain Loan described therein;

WHEREAS, Mortgagor has requested certain modifications to the Loan Agreement, the Note (as defined in the Mortgage) and certain other Loan Documents (as defined in the Mortgage), all as set forth in the Third Amendment, and Mortgagor and Mortgagee desire to execute and deliver this Mortgage Amendment to reflect certain modifications to the Mortgage set forth in the Third Amendment, as specified herein;

NOW, THEREFORE, for and in consideration of the recitals set forth above and made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree as follows:

1. The terms "Note," "Loan Agreement" and "Loan Documents", each as used in the Mortgage and the other Loan Documents, shall mean the Note, the Loan Agreement and the Loan Documents, respectively, each as amended by the Third Amendment, this Mortgage Amendment and the Hotel Mortgage Amendment (as defined in the Third Amendment), as applicable.

2. Except as expressly modified and amended hereby, the Mortgage shall continue in full force and effect and, as thus modified and amended, is hereby ratified, confirmed and approved.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized representatives as of the date first above written.

MORTGAGOR:

METRO COMMONS, L.L.C, an Illinois limited liability company

By: [Signature]
Name: Raymond E. Plote
Title: Manager

MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Its: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized representatives as of the date first above written.

MORTGAGOR:

METRO COMMONS, L.L.C., an Illinois limited liability company

By: _____
Name: _____
Title: _____

MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION, a national banking association

By: Jessica Parks
Name: JESSICA PARKS
Its: RELATIONSHIP MANAGER

Property of Cook County Clerk's Office

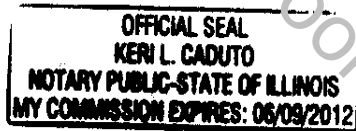
UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Kane) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Raymond E. Pate personally known to me to be the Manager of Metro Commons, L.L.C., an Illinois limited liability company, and 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 as such he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company on behalf of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of February, 2011.

Keri L. Caduto
Notary Public



My commission expires: 06/09/12

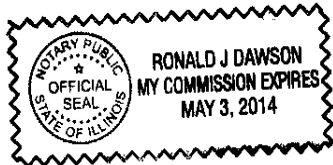
UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jessica Parks, personally known to me to be the Relationship Manager of U.S. Bank National Association, a national banking association, and 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 as such R.M. he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said national banking association on behalf of said national banking association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of February, 2011.

[Signature]
Notary Public



My commission expires: May 3, 2014

UNOFFICIAL COPY

EXHIBIT A

Legal Description

Real property in the City of Hillside, County of Cook, State of Illinois, described as follows:

Lots 2, 3, 5, 6, 7, 8, 9 and 10 in Metro Commons being a subdivision of part of the southeast $\frac{1}{4}$ of Section 17, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County Illinois.

PIN Number: 15-17-403-026-0000
 15-17-404-043-0000
 15-17-404-045-0000
 15-17-404-046-0000
 15-17-404-047-0000
 15-17-405-002-0000
 15-17-405-003-0000
 15-17-405-004-0000

Address of Property: Vacant land, corner of Mannheim Road and Harrison Street, Hillside, Illinois