



Doc#: 1107703064 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/18/2011 03:57 PM Pg: 1 of 6

**THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:**

Alvin J. Helfgot  
Deutsch, Levy & Engel, Chtd.  
225 West Washington Street  
Suite 1700  
Chicago, IL 60606  
(312) 346-1460

Address of Property:  
630-632 W. Barry  
Chicago, IL

For Recorder Only

PIN No(s): 14-28-104-101-0000  
14-28-104-102-0000  
14-28-104-103-0000

**SECOND MODIFICATION OF MORTGAGE AND SECURITY  
AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

THIS SECOND MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Agreement") made as of December 15, 2010, by and between BARRY PROPERTY, LLC, an Illinois limited liability company (the "Mortgagor"), and THE PRIVATEBANK AND TRUST COMPANY (the "Mortgagee"), witnesseth:

**RECITALS**

Pursuant to that certain Construction Loan Agreement dated as of December 29, 2006 by and between Mortgagor and Mortgagee, as amended from time to time, including by that certain Second Amendment to Construction Loan Agreement of even date herewith (the "Loan Agreement"), Mortgagee made a loan to Mortgagor in an amount not to exceed \$3,950,000.00, the current principal balance of which is \$2,496,702.72 (the "Loan"); and

Repayment of the Loan is secured, in part, by that certain Mortgage and Security Agreement (the "Mortgage") and by that certain Assignment of Rents and Leases (the "Assignment"), executed by Mortgagor, dated December 29, 2006 and recorded in the Office of the Recorder of Cook County, Illinois on January 22, 2007, as Document Nos. 0702242126 and 0702242127, respectively, of certain real estate located in Cook County, Illinois, and legally described on Exhibit "A" attached hereto, as modified from time to time.

Mortgagor has requested and the Mortgagee has agreed to extend the maturity of the Loan.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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1. The recital provisions are incorporated herein by reference and made a part hereof.

2. The definition of "Note" in the Mortgage is amended in its entirety to mean "the \$2,496,702.72 Second Amended and Restated Promissory Note dated as of December 15, 2010 executed by Mortgagor to Mortgagee and any and all extensions, renewals, amendments, restatements and consolidations thereof."

3. Subparagraph (a) on page 4 of the Mortgage is amended to change the maturity of the Note to June 15, 2011.

4. The definition of "Note" in the Collateral Assignment of Leases and Rents is amended in its entirety to mean "that certain Second Amended and Restated Promissory Note dated as of December 15, 2010 in the principal amount of \$2,496,702.72 executed by Assignor and payable to the order of Assignee, and all modifications, renewals, substitutions or extensions thereof."

5. Nothing herein contained shall in any manner whatsoever impair the Note, Mortgage, Assignment or any other loan documents executed pursuant thereto, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage, Assignment and all of the other loan documents, shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

6. Mortgagor represents and warrants to Mortgagee that, to the best of its knowledge, as of the date hereof, no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time or both, exists under the Note, the Mortgage, Assignment, or any of the other loan documents.

**Signature page follows.**

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**ORIGINAL**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

BARRY PROPERTY, LLC

By: \_\_\_\_\_

Printed Name and Title:

Christopher Lorenzen, Managing Member

THE PRIVATEBANK AND TRUST COMPANY

By: \_\_\_\_\_

Printed Name and Title:

STEVE REMELIUS, MANAGING DIRECTOR

Property of Cook County Clerk's Office





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## EXHIBIT A

### PARCEL 1:

THE WEST 30.00 FEET OF LOT 3 IN OAK GROVE ADDITION TO CHICAGO, SAID ADDITION BEING NOBLE'S SUBDIVISION OF PART OF LOT 2 IN BICKERDIKE AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO MAP OF SAID ADDITION RECORDED FEBRUARY 21, 1874 IN BOOK 7 OF PLATS, PAGE 25, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE NORTH 22.0 FEET OF LOT "A" (EXCEPT THE EAST 142 FEET 11 INCHES THEREOF) IN OAK GROVE ADDITION TO CHICAGO, SAID ADDITION BEING NOBLE'S SUBDIVISION OF PART OF LOT 2 IN BICKERDIKE AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO MAP OF SAID ADDITION RECORDED FEBRUARY 21, 1874 IN BOOK 7 OF PLATS, PAGE 25, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOT 'A' (EXCEPT THE EAST 109 FEET 2 INCHES THEREOF, AND ALSO EXCEPTING THEREFROM THE NORTH 22.0 FEET LYING WEST OF THE EAST 142 FEET 11 INCHES THEREOF) IN OAK GROVE ADDITION TO CHICAGO SAID ADDITION BEING NOBLE'S SUBDIVISION OF PART OF LOT 2 IN BICKERDIKE AND STEELES SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

DECLARATION OF EASEMENTS DATED MAY 30, 1991 AND RECORDED JUNE 7, 1991 AS DOCUMENT 91274945 MADE BY AND BETWEEN WILLIAM A. MORK, JOHN A. MORK, KATHERINE SPARE, ANNA GARRISON AND LILLIAN SKAAR FOR THE FOLLOWING NON-EXCLUSIVE EASEMENTS.

(A) AN EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS A PORTION OF THE FRONT PARCEL, SAID PARCEL BEING DEFINED IN THE AFORESAID DECLARATION OF EASEMENTS, TO PROVIDE ACCESS FOR PEDESTRIAN TRAFFIC TO AND FROM THE LAND, ALSO REFERRED TO AS 'COACHHOUSE PARCEL' AND DEFINED IN THE AFORESAID DECLARATION OF EASEMENTS, FROM AND TO THE PUBLIC ROADWAY COMMONLY KNOWN AS BARRY AVENUE.

(B) AN EASEMENT FOR THE PURPOSE OF MAINTAINING, REPAIRING AND REPLACING, IF REQUIRED WATER LINES, SEWER LINES, ELECTRIC LINES, TELEPHONE LINES, UTILITY METERS AND APPARATUS RELATED THERETO WHICH SERVE PARCEL 1.

(C) AN EASEMENT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING AND REPLACING, IF REQUIRED CABLE OR TELEVISION LINES. (D) AN EASEMENT FOR THE PURPOSE OF READING UTILITY METERS.