

# UNOFFICIAL COPY



This instrument was prepared  
by and, after recording,  
return to:

Robert N. Sodikoff  
Aronberg Goldgehn Davis &  
Garnisa  
330 North Wabash - Suite 1700  
Chicago, Illinois 60611

Doc#: 1111104215 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/21/2011 01:24 PM Pg: 1 of 4

Location:  
Property commonly known as  
2918 South Wentworth Avenue  
Chicago, Illinois 60616

P.I.N.: 17-28-427-000

Space above this line for Recorder's use only

## FIRST AMENDMENT TO JUNIOR MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

**THIS FIRST AMENDMENT TO JUNIOR MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS** ("Amendment") is made effective as of the 5<sup>th</sup> day of February, 2011 (the "Effective Date") by and between **DKM HOLDINGS LLC (a/k/a DKM HOLDING LLC)**, an Illinois limited liability company, whose address is 900 West 31<sup>st</sup> Street, Chicago, Illinois 60608 ("Mortgagor"), and **EVERGREEN BANK GROUP**, an Illinois banking corporation, with offices at 1515 West 22<sup>nd</sup> Street, Suite 100W, Oak Brook, Illinois 60523 ("Mortgagee" or "Lender");

### RECITALS:

A. **31ST & INDIANA DEVELOPMENT, INC.**, an Illinois corporation ("Borrower"), and Lender entered into a Construction Loan Agreement dated November 7, 2007, as amended, modified or restated from time to time (the "Loan Agreement"). Pursuant to the Loan Agreement, Lender agreed to loan to Borrower and Borrower agreed to borrow from Lender a sum not to exceed the original principal amount of SEVEN MILLION THREE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$7,380,000.00) (the "Loan"). To evidence the Loan, Borrower executed and delivered to Lender a Note dated November 7, 2007, as amended, modified or restated from time to time, in the original principal sum of \$7,380,000.00 (the "Note").

B. By Amendment to Construction Loan Agreement and Related Documents dated December 21, 2009 effective November 5, 2009 (the "First Amendment"), Borrower and Lender agreed, among other things, to extend the Maturity Date of the Note to November 5, 2010 and as additional security for the Note, Mortgagor, an affiliate of Borrower, granted to Mortgagee a Junior Mortgage, Security Agreement and Assignment of Rents (the "Mortgage") on the

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**BOX 162**

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property commonly known as 2918 South Wentworth Avenue, Chicago, Illinois, which was recorded with the Cook County Recorder of Deeds on February 1, 2010 as Document No. 1003208200.

C. By Second Amendment to Construction Loan Agreement and Related Documents effective as of November 5, 2010, Borrower and Lender agreed, among other things, to extend the Maturity Date of the Note to February 5, 2011.

D. Mortgagor and Lender wish to amend the Mortgage as hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated herein and made a part hereof by reference thereto.

2. Amended and Restated Notes. As of the Effective Date hereof, Borrower has executed and delivered to Mortgagee (i) an Amended and Restated Commercial Mortgage Note (the "Commercial Note") in the principal sum of ONE MILLION SIXTY NINE THOUSAND SEVEN HUNDRED NINETY THREE AND 83/100 DOLLARS (\$1,069,793.83) and (ii) an Amended and Restated Residential Property Mortgage Note (the "RP Note") in the principal sum of THREE HUNDRED SIXTEEN THOUSAND AND 00/100 DOLLARS (\$316,000.00). The Commercial Note and the RP Note restate, amend, replace and supersede the Note, but do not represent or constitute a payment, satisfaction, discharge or novation of the Note or the indebtedness evidenced thereby. The Commercial Note and the RP Note are sometimes collectively referred to as the "Notes" and all references in the Mortgage to the Note shall mean the Notes. The Maturity Date of the Notes is February 5, 2012, as may be amended. The Interest Rate of the Notes is four and three-quarters percent (4.75%) per annum prior to an Event of Default.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. Except as expressly amended hereby, the terms of the Mortgage shall remain unmodified and in full force and effect.

4. Effective Date. This Amendment shall be effective as of the date first above written upon execution by the parties hereto. The date or dates of the acknowledgements indicate the date(s) of execution of this Amendment but execution is as of the above date, and for purposes of identification and reference the date of this Amendment is the above date.

*[Signature page follows.]*

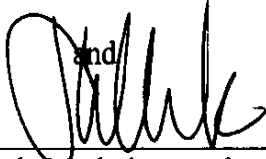
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**IN WITNESS WHEREOF**, Mortgagor has caused this First Amendment to Junior Mortgage, Security Agreement and Assignment of Rents to be executed as of the day and year first above written.

**MORTGAGOR:**

DKM Holdings LLC (a/k/a DKM Holding LLC), an Illinois limited liability company

By:   
Danny Mark, its member

By:   
Dale Mark, its member

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Danny Mark and Dale Mark the members of DKM HOLDINGS LLC (A/K/A DKM HOLDING LLC) who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such members, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of March, 2011.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

My commission expires: \_\_\_\_\_

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 8 IN BLOCK 8 IN HODGE'S SUBDIVISION OF BLOCKS 2 AND 8 AND PARTS OF BLOCKS 1 AND 9 OF F.C. SHERMAN AND OTHERS' SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2918 SOUTH WENTWORTH AVENUE  
CHICAGO, ILLINOIS 60616

PERMANENT INDEX NUMBER: 17-28-427-027