

# UNOFFICIAL COPY

This instrument was prepared by  
and after recording return to:

Michael T. O'Connor, Esq.  
Fuchs & Roselli, Ltd.  
440 W. Randolph Street  
Suite 500  
Chicago, Illinois 60606



Doc#: 1116433089 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/13/2011 01:52 PM Pg: 1 of 4

Street Address:  
3300 & 3302 North Oakley  
Chicago, Illinois 60618

P.I.N.: 14-19-317-037  
14-19-317-038

ABOVE SPACE FOR RECORDER'S USE ONLY

## AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (the "Amendment") made this 7<sup>th</sup> day of June, 2011 by **PEPPERCORN 1229, LLC**, an Illinois limited liability company ("Mortgagor"), with a mailing address of One N. Wacker Drive, Suite 4125, Chicago, Illinois 60601, and payable TO THE ORDER OF **INTERNATIONAL TYPEWRITER EXCHANGE, INC.**, an Illinois corporation ("Lender"), with a mailing address of 1229 West Washington, Chicago, Illinois 60607.

### WITNESSETH:

**WHEREAS**, Mortgagor pursuant to the terms and conditions of that certain Second Amended Promissory Note dated June 22, 2010, as the same may from time to time be amended, modified or supplemented (the "Second Amended Promissory Note") is indebted to Lender in the amount of TWO HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00) (the "Loan"); and

**WHEREAS**, the Mortgagor and Lender have agreed to reduce the amount due under the Second Amended Promissory Note to ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) to be evidenced by the execution and delivery of a Third Amended Promissory Note dated of even date herewith made by Mortgagor and payable to Lender ("Third Amended Promissory Note") to replace the Second Amended Promissory Note; and

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation and Definitions.** The foregoing recitals are hereby made a part of this Amendment To Mortgage and incorporated herein. Capitalized terms used herein and not

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otherwise defined shall have the meanings ascribed to them in the Mortgage.

2. **Amendment to Mortgage.** The Mortgagor and the Lender hereby amend the Mortgage to secure the indebtedness in the principal amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) as specified in the Third Amended Promissory Note.

3. **Recoding of Amendment to Mortgage.** The Mortgagor shall cause this Amendment To Mortgage to be promptly recorded with the Recorder's Office of Cook County, Illinois.

4. **Reaffirmation of Mortgage.** All of the terms, conditions, agreements and provisions set forth in the Mortgage, as hereby and hereafter amended, modified and supplemented, shall be and they hereby are reaffirmed, ratified and confirmed in their entirety and incorporated herein by reference as if fully set forth herein. All references in the Mortgage to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended by this Amendment. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Representations and Warranties.** To induce the Lender to enter into this Amendment, the Mortgagor represents and warrant that as of the date of this Amendment, no Event of Default or event or condition which, with notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing, and the Mortgagor affirms the representations and warranties contained in the Mortgage shall be true and correct as of the date of this Amendment, except that they shall be deemed also to refer to this Amendment.

6. **Miscellaneous.** The title of this Amendment and the headings of the various paragraphs of this Amendment have been inserted only for the purposes of convenience and are not part of this Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Amendment. This Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized individuals, have executed and delivered in Chicago, Illinois, this Amendment on this 7<sup>th</sup> of June, 2011.

**MORTGAGOR:**

**PEPPERCORN 1229, LLC, an Illinois limited liability company**

BY: \_\_\_\_\_

**PHILIP F. DENNY**

ITS: **MANAGER**

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STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF COOK        )

I, MICHAEL T. O'CONNOR, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY that Philip F. Denny, who is personally known to me to be the Manager of **PEPPERCORN 1229, LLC** appeared before me this day in person and severally acknowledged to me that he, being thereunto duly authorized, signed, sealed with the corporate seal the said Amendment to Mortgage as his free and voluntary act and the free and voluntary act of the Company, pursuant to authority granted to him by the members of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7<sup>th</sup> day of June, 2011.

*Michael T. O'Connor*  
Notary Public

My Commission expires: \_\_\_\_\_



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## EXHIBIT A LEGAL DESCRIPTION

### PARCEL 1:

LOT 30 IN BLOCK 10 IN C.T. YERKE'S SUBDIVISION OF BLOCKS 33, 34, 35, 36, 41, 42, 43, AND 44 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  THEREOF AND THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  THEREOF AND THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  THEREOF) IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 31 IN BLOCK 10 IN C.T. YERKE'S SUBDIVISION OF BLOCKS 33, 34, 35, 36, 41, 42, 43, AND 44 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  THEREOF AND THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  THEREOF AND THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  THEREOF) IN COOK COUNTY, ILLINOIS.

Property Address: 3300 & 3302 North Oakley, Chicago, Illinois

P.I.N.: 14-19-317-037 & 14-19-317-038