



PREPARED BY & RETURN TO:

Doc#: 1119318000 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/12/2011 09:50 AM Pg: 1 of 9

Michael B. Manuel, Esq. ✓  
GOLDBERG KOHN LTD.  
55 East Monroe Street, Suite 3300  
Chicago, Illinois 60603  
(312) 201-4000

Property Address: ✓

3260 West Belmont Avenue  
Chicago, Illinois

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE ("**Amendment**") is dated as of May 1, 2011 and is by and between KENNEDY PLAZA BK, L.L.C., an Illinois limited liability company and KENNEDY PLAZA RL, L.L.C. (collectively, jointly and severally "**Borrower**"), having an address at c/o Centrum Properties, Inc., 225 West Hubbard Street, 4th floor, Chicago, Illinois 60610, and FIFTH THIRD BANK, an Ohio banking corporation, successor by merger to Fifth Third Bank, a Michigan banking corporation, having an address at 222 South Riverside Plaza, 32nd Floor, Chicago, Illinois 60606 ("**Lender**").

**RECITALS:**

A. Lender and Borrower are parties to a certain Loan and Security Agreement dated as of April 4, 2008 (the "**Loan Agreement**"), pursuant to which Lender has made a certain loan to Borrower in the original principal amount of up to \$22,500,000 (the "**Loan**"). Borrower and Lender have entered into a certain First Amendment to Loan and Security Agreement and Other Loan Documents dated of even date (the "**Loan Amendment**"). The Loan Amendment, as amended by the Loan Amendment is referred to herein as the "**Amended Loan Agreement**."

B. The Loan is presently secured by, among other things, a certain Mortgage encumbering the land legally described on attached **Exhibit A**, dated as of April 4, 2008 and recorded with the Recorder of Cook County, Illinois on April 11, 2008 as Document No. 0810233017 (the "**Mortgage**").

C. The parties hereto now wish to amend the Mortgage as provided herein.

S yes  
P yes  
S yes  
M yes  
SC yes  
E yes  
INT yes

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## AGREEMENTS:

1. Capitalized terms not otherwise defined in this Amendment shall have the meaning given them in the Mortgage.

2. All references in the Mortgage to the "**Loan Documents**" or to any particular Loan Document, including without limitation, the "Note" shall mean the Loan Documents or the applicable Loan Document, as the case may be, as amended by the Loan Amendment.

3. All references in the Mortgage to the "Loan Agreement" shall mean the Amended Loan Agreement.

4. For reference purposes only, the Mortgage is amended to reflect that the Maturity Date has been extended to August 1, 2011.

5. The Mortgage is hereby amended to conform to the terms hereof. The Mortgage shall remain in full force and effect in accordance with its original terms, as amended by this Amendment. Borrower expressly reaffirms and ratifies its continuing obligations under the Mortgage, that the Mortgage continues as a first lien on the Property in favor of Lender and agrees that no part of the foregoing amendments or modifications shall have the effect of releasing, relieving or diminishing any obligations under the Mortgage.

6. The validity and interpretation of this Amendment shall be construed in accordance with the laws of the State of Illinois.

7. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

**[The balance of this page is intentionally blank; signature page follows.]**

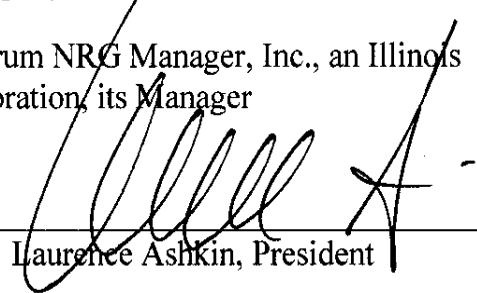
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IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Mortgage on the date first above written.

**BORROWER:**

KENNEDY PLAZA BK, L.L.C., an Illinois limited liability company

By Centrum NRG Manager, Inc., an Illinois corporation, its Manager

By   
Laurence Ashkin, President

KENNEDY PLAZA RL, L.L.C., an Illinois limited liability company

By Centrum NRG Manager, Inc., an Illinois corporation, its Manager

By   
Laurence Ashkin, President

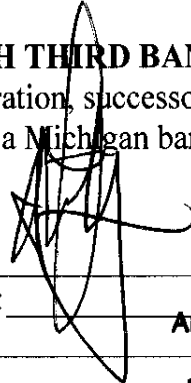
[Signatures continue on following page.]

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**LENDER:**

**FIFTH THIRD BANK**, an Ohio banking corporation, successor by merger to Fifth Third Bank, a Michigan banking corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ **Artur M. Felerberg**  
**Vice President**  
**Fifth Third Bank**

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## ACKNOWLEDGMENT

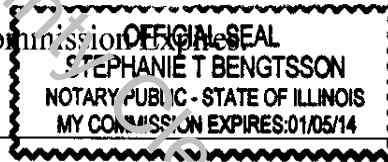
STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF COOK         )

I, STEPHANIE T. BENGTTSSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that L. ASHKIN, personally known to me to be the PRESIDENT of CENTRUM NRG-MANAGER IAC, personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such PRESIDENT, he signed and delivered the said instrument of writing for said COMPANY as his free and voluntary act and as the free and voluntary act and deed of said COMPANY, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of June, 2011.

Stephanie T Bengtsson  
 Notary Public

My Commission Expires



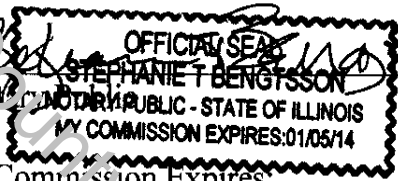
# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF COOK         )

I, STEPHANIE T. BENGTSSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that L. ASHEIN, personally known to me to be the PRESIDENT of CENTRUM NRG MANAGER INC personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such PRESIDENT, he signed and delivered the said instrument of writing for said COMPANY as his free and voluntary act and as the free and voluntary act and deed of said COMPANY, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of JUNE, 2011.

 OFFICIAL SEAL  
 STEPHANIE T. BENGTSSON  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES: 01/05/14  
 My Commission Expires: \_\_\_\_\_

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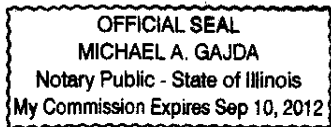
## ACKNOWLEDGMENT

STATE OF ILLINOIS            )  
   ) SS.  
 COUNTY OF ~~COOK~~         )  
                                   Dupage

I, Michael A. Gajda, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur M. Feinberg, personally known to me to be the Vice President of FIFTH THIRD BANK, an Ohio banking corporation, personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Vice President he/she signed and delivered the said instrument of writing for said corporation as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23<sup>rd</sup> day of June, 2011.

Michael A. Gajda  
 Notary Public



My Commission Expires:  
9-10-12

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## EXHIBIT A

### Legal Description

Property Address: 3260 – 3348 West Belmont Avenue, Chicago, Illinois ✓

Permanent Real Estate Tax Index Number: 13-23-410-029-0000 ✓

#### PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST BELMONT AVENUE (BEING A LINE 33 FEET NORTH OF, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF SECTION 23, AFORESAID) AND THE EAST LINE OF NORTH KIMBALL AVENUE (BEING A LINE 43 FEET EAST OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 23); THENCE NORTH ALONG SAID EAST LINE OF NORTH KIMBALL AVENUE 351 FEET; THENCE NORTHEASTERLY 56.98 FEET TO A POINT IN A LINE 386.4 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST BELMONT AVENUE 44.78 FEET EAST OF SAID EAST LINE OF NORTH KIMBALL AVENUE; THENCE EAST ALONG SAID PARALLEL LINE 162.03 FEET TO A POINT 206.81 FEET EAST OF THE EAST LINE OF NORTH KIMBALL AVENUE; THENCE SOUTHEASTERLY 96.55 FEET TO A POINT IN A LINE 360.67 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST BELMONT AVENUE; THENCE EAST ALONG SAID PARALLEL LINE 75 FEET TO A POINT IN A LINE 374.76 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH KIMBALL AVENUE, AFORESAID; THENCE SOUTHEASTERLY 122.59 FEET ALONG A LINE DRAWN TO A POINT IN A LINE 485.02 FEET EAST OF AND PARALLEL WITH THE SAID EAST LINE OF NORTH KIMBALL AVENUE 307.50 FEET NORTH OF THE NORTH LINE OF WEST BELMONT AVENUE; THENCE CONTINUE SOUTHEASTERLY 111.44 FEET ALONG A LINE DRAWN TO A POINT IN A LINE 585.02 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH KIMBALL AVENUE 258.68 FEET NORTH OF SAID NORTH LINE OF WEST BELMONT AVENUE; THENCE CONTINUE SOUTHEASTERLY 237.17 FEET TO A POINT IN A LINE 765.97 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH KIMBALL AVENUE, AFORESAID, 106.05 FEET NORTH OF SAID NORTH LINE OF WEST BELMONT AVENUE; THENCE SOUTH ALONG SAID PARALLEL LINE 36.05 FEET TO A POINT 78 FEET NORTH OF THE NORTH LINE OF WEST BELMONT AVENUE, AFORESAID THENCE SOUTHEASTERLY 160.50 FEET ALONG A LINE DRAWN TO A POINT IN SAID NORTH LINE OF WEST BELMONT AVENUE; 845.97 FEET EAST OF THE EAST LINE OF NORTH KIMBALL AVENUE; THENCE WEST ALONG SAID NORTH LINE 845.97 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED TRACT OF LAND THE PUBLIC STREET, DEDICATED BY DOCUMENT RECORDED MAY 12, 1982 AS DOCUMENT 26227331) IN COOK COUNTY, ILLINOIS. ✓

ALSO (EXCEPTING THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH KIMBALL AVENUE AND THE NORTH LINE OF WEST BELMONT AVENUE; THENCE EAST ALONG THE SAID NORTH LINE, A DISTANCE OF 592.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 96.00 FT; THENCE NORTHEASTERLY ON AN ANGLE 30 DEGREES, 00 MINUTE, 00 SECONDS MEASURED FROM NORTH TO EAST, A DISTANCE OF 48.00 FEET; THENCE NORTH, PERPENDICULAR TO THE NORTH LINE OF WEST BELMONT AVENUE, A DISTANCE OF 94.16 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST EXPRESSWAY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE TO A POINT 765.97 FEET EAST OF NORTH KIMBALL AVENUE AND 106.05 FEET NORTH OF SAID NORTH LINE OF WEST BELMONT AVENUE; THENCE SOUTH, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 36.05 FEET; THENCE SOUTHEASTERLY, A DISTANCE OF 106.50 FEET TO A POINT IN THE NORTH LINE OF WEST BELMONT AVENUE, 845.97 FEET EAST OF THE EAST LINE OF NORTH KIMBALL AVENUE; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 253.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.) ✓



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PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED APRIL 13, 2007 AS DOCUMENT 0710342139 FOR EASEMENTS FOR INGRESS AND EGRESS, UTILITIES, TEMPORARY CONSTRUCTION, PARKING AND REASONABLE USE OVER AND UPON THE COMMON AREAS ON THE PROPERTY LYING EAST OF AND ADJOINING LAND MORE PARTICULARLY DESCRIBED ON EXHIBIT 'A', PARCEL 2, ATTACHED THERETO. ✓

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