



Doc#: 1123531028 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/23/2011 03:42 PM Pg: 1 of 8

NO1061271- CM - 1081

Property
Cook County
Recorder's Office

Date: As of August 19, 2011

SECOND AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

FROM

METRAMARKET OF CHICAGO, L.L.C.
(the "Mortgagor")

Address of Mortgagor: c/o U.S. Equities Realty Inc.
20 North Michigan Avenue
Chicago, Illinois 60602

TO

EUROHYPO AG, NEW YORK BRANCH,
as Administrative Agent for the Lenders (as hereinafter defined)
(together with its successors in such capacity, the "Mortgagee")

Address of Mortgagee: 1114 Avenue of the Americas, 2nd Floor
New York, New York 10036

The Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing,
dated as of August 21, 2008, was recorded in the Cook County Recorder of Deeds
on August 27, 2008, as Document 0824040220 and the Amendment to Leasehold Mortgage, Assignment
of Leases and Rents, Security Agreement and Fixture Filing,
dated as of December 14, 2010, was recorded in the Cook County Recorder of Deeds
on December 15, 2010, as Document 1034931130.

This instrument prepared by, and after recording please return to:
DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Attention: John C. Phelan

Near North National Title
222 N. LaSalle
Chicago, IL 60601

UNOFFICIAL COPY

THIS SECOND AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of August 19, 2011 (this "Amendment"), by and between **METRAMARKET OF CHICAGO, L.L.C.**, an Illinois limited liability company, having an office at c/o U.S. Equities Realty, Inc., 20 North Michigan Avenue, Chicago, Illinois 60602 ("Mortgagor"), and **EUROHYPO AG, NEW YORK BRANCH**, having an office at 1114 Avenue of the Americas, 2nd Floor, New York, New York 10036, as Mortgagee for the Lenders (in such capacity, together with its successors in such capacity, "Mortgagee").

WITNESSETH

WHEREAS, Mortgagor, Mortgagee, as Administrative Agent, and Lenders entered into a Construction Loan Agreement, dated as of August 21, 2008 (the "Original Loan Agreement"), as amended by a First Amendment to Construction Loan Agreement and Loan Documents, dated as of December 14, 2010 (the "First Amendment") and a Second Amendment to Construction Loan Agreement and Loan Documents, dated as of the date hereof (the "Second Amendment") and together with the First Amendment and Original Loan Agreement, as amended, extended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lenders have made a loan to Mortgagor in the original principal amount of \$25,000,000 subject to the terms and conditions thereof; and

WHEREAS, in order to secure the Obligations (as such term is defined in the Mortgage), Mortgagor executed and delivered to Mortgagee that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 21, 2008, which Mortgage was recorded in the Cook County Recorder of Deeds as Document 0824040220 on August 27, 2008 (the "Original Mortgage"), as amended by a Amendment to Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of December 14, 2010, which was recorded in the Cook County Recorder of Deeds as Document 1034931130 (the "First Mortgage Amendment") and together with the Original Mortgage, as amended, extended, supplemented, restated or otherwise modified from time to time, the "Mortgage"); and

WHEREAS, Mortgagor, Mortgagee and the Lenders have agreed to amend the terms of the Loan Agreement regarding the Maturity Date and as more fully detailed in the Second Amendment; and

WHEREAS, as a condition precedent to the execution and delivery of the Second Amendment, Mortgagee requires that Mortgagor execute and deliver this Amendment; and

WHEREAS, Mortgagor has agreed to modify and amend the Mortgage to confirm that the obligations of Mortgagor secured by the Mortgage shall include the obligations of Mortgagor under the Loan Agreement, as amended by the Second Amendment; and

WHEREAS, Mortgagor is the owner of the real property described in Schedule A attached hereto, which is encumbered by the Mortgage;

UNOFFICIAL COPY

NOW THEREFORE, in consideration of the sum of ten (\$10.00) dollars and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Recitals; Defined Terms. The foregoing Recitals are true and correct and are by this reference hereby incorporated herein as if fully set forth herein. All terms used but not defined herein shall have the same meanings ascribed thereto in the Loan Agreement
2. Modifications.
 - (a) Section 6.11(j) is hereby deleted in its entirety and replaced with the following:
Maturity Date. The Maturity Date under the Loan Agreement is August 31, 2013, subject to a single one (1) year extension pursuant to Section 2.5 thereof
 - (b) All references in the Mortgage or the other Loan Documents to the "Loan Agreement" shall mean the Loan Agreement as modified by the First Amendment and Second Amendment and as the same may be hereafter further modified, amended or supplemented from time to time.
 - (c) All references in any Loan Document to the "Mortgage" or any other Loan Document shall mean such document as modified by the First Mortgage Amendment and this Amendment, and as the same may be hereafter further modified, amended or supplemented from time to time.
3. Ratification of Mortgage. Except as otherwise modified herein, all of the other terms, covenants and conditions of the Mortgage and the other Loan Documents are hereby ratified and confirmed in all respects.
4. No Novation. This Amendment will not constitute a novation nor have the effect of discharging any liability or obligation evidenced by the Mortgage or any other Loan Document.
5. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Illinois.
6. Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of Mortgagor, Mortgagee, and their respective successors and assigns.
7. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which shall constitute one document.
8. UCC Provisions. The Mortgage, as amended, is intended to constitute: a security agreement, financing statement and fixture filing under the Uniform Commercial Code of the State of Illinois.

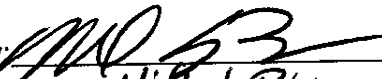
[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the day and year first written above.

METRAMARKET OF CHICAGO, L.L.C., an Illinois limited liability company

By: U.S. EQUITIES, INC., an Illinois corporation, its manager

By: 
Name: Michael Bin
Title: CEO

EUROHYPO AG, NEW YORK BRANCH, as Administrative Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)

)ss:

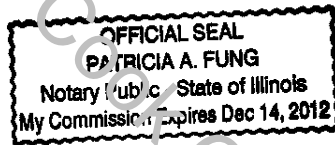
COUNTY OF COOK)

On the 16th day of August, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Brim, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the company on behalf of which the individual acted, executed the instrument.

Patricia A. Fung
Notary Public

[SEAL]

My Commission expires: 12/14/2012



UNOFFICIAL COPY

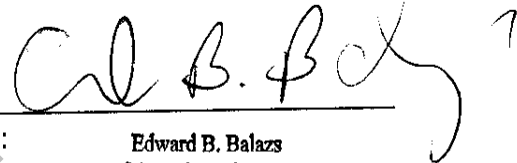
IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the day and year first written above.


METRAMARKET OF CHICAGO, L.L.C., an Illinois limited liability company

By: U.S. EQUITIES, INC., an Illinois corporation, its manager

By: _____
Name:
Title:

EUROHYPO AG, NEW YORK BRANCH, as Administrative Agent

By: 
Name: Edward B. Balazs
Title: Managing Director

By: 
Name: Anthony L. Merolla
Title: Director


UNOFFICIAL COPY

STATE OF NEW YORK)

)ss:

COUNTY OF NEW YORK)

On the 18th day of August, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared ED REBZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the company on behalf of which the individual acted, executed the instrument.


Notary Public

[SEAL]

My Commission expires: July 2, 2015

PATRICIA A. FERRO
Notary Public - State of New York
No. 01FE6170163
Qualified in Richmond County
My Commission Expires July 2, 2015

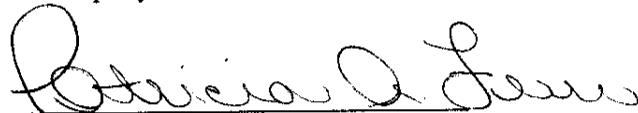
Certificate Filed in
New York County

STATE OF NEW YORK)

)ss:

COUNTY OF NEW YORK)

On the 18th day of August, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony Medina, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the company on behalf of which the individual acted, executed the instrument.


Notary Public

[SEAL]

My Commission expires: July 2, 2015

PATRICIA A. FERRO
Notary Public - State of New York
No. 01FE6170163
Qualified in Richmond County
My Commission Expires July 2, 2015

Certificate Filed in
New York County

UNOFFICIAL COPY

SCHEDULE A Legal Description

A. THE ESTATES OR INTERESTS :

Leasehold Estate created by the Amended and Restated Ground Lease executed by Commuter Rail Division of the Regional Transportation Authority, as Landlord, and Metramarket of Chicago, L.L.C., as Tenant, dated August 21, 2008, a memorandum of which Lease was recorded August 27, 2008 as document 0824040217.

B. THE LAND:

All that part of Block 28, and vacated alley within said Block 28, lying below an inclined plane whose Southern limit is the South line of said Block 28 at an elevation of +33.50 feet and whose Northern limit is the North line of said Block 28 at an elevation of +28.40 feet and lying above a horizontal plane having an elevation of +13.00 feet in relation to the City of Chicago Datum; also

All that part of Block 45, and the vacated alleys in said Block 45, lying Northerly of the North line of the Southerly 20.00 feet thereof, lying below a horizontal plane having an elevation of +34.00 feet and lying above a horizontal plane having an elevation of +13.00 feet in relation to the City of Chicago Datum;

Both in the Original Town of Chicago, being a Subdivision in the South part of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian,

Excepting from the above described property the trestle work, foundations, columns, supports and appurtenances thereto supporting the railroad terminal located above the described horizontal and inclined planes, and also excepting therefrom the Track Level Platform, the Suburban Concourse, the Excepted Areas and the Parking Area (said Parking Area being located solely within Block 28 aforesaid), each as further defined and described in the Lease;

in Cook County, Illinois.

Property Address: 500 West Washington Street, Chicago, IL 60661

Tax Parcel Numbers:

17-09-324-008-8002
17-09-324-009-8002
17-09-333-010-8011
17-09-333-011-8002
17-09-333-012-8002
17-09-333-013-8002