



Doc#: 1129131057 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/18/2011 02:28 PM Pg: 1 of 9

THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:

John P. Stephens  
Burke Warren MacKay &  
Serritella  
330 North Wabash Avenue  
22<sup>nd</sup> Floor  
Chicago, IL 60611

*This space reserved for Recorder's use only*

## AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made and entered into as of June 30, 2011 by LINCOLN SQUARE PARTNERS, LLC, AN Illinois limited liability company (hereinafter referred to as "Mortgagor"), in favor of BISMARCK ENTERPRISES, INC., an Illinois corporation (hereinafter referred to as "Mortgagee").

### RECITALS:

A. Mortgagor delivered to Mortgagee a certain Promissory Note dated January 1, 2011, (the "Note"), pursuant to which Mortgagee made a loan to Mortgagor in the amount of Four Million and No/100 U.S. Dollars (\$4,000,000.00) (the "Loan"), which Loan is secured by a Mortgage of even date therewith (the "Mortgage") and recorded on January 6, 2011, as Document #1100631005 in the office of the Cook County Recorder of Deeds (the "Recorder"), encumbering certain real property commonly known as 4717-29 N. Lincoln/2325 W. Giddings, Chicago, Illinois and legally described on Exhibit A attached hereto (hereinafter referred to as the "Property").

B. Pursuant to the terms of the Loan Documents, the Loan is scheduled to mature on June 30, 2011, and the parties have agreed to (i) extend the date of maturity and otherwise to modify the terms of the Loan and the Loan Documents as herein provided, and (ii) execute an Amended and Restated Note (the "Amended Note"). The Mortgage, as hereby amended, and the Amended Note are herein collectively referred to as the Loan Documents.

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Amendment), (ii) the agreement by Mortgagee to modify the Loan Documents, as provided in this Amendment, (iii) the covenants and

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agreements contained in this Amendment, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions; Recitals. All capitalized terms used herein and not defined in this Amendment shall have the same meanings ascribed to such terms in the Loan Documents. The Loan Documents as amended hereby are ratified and confirmed and shall remain otherwise unmodified and in full force and effect. The above recitals are true and correct and incorporated in this Amendment.
2. Maturity Date. The Maturity Date (as defined in the Amended Note) shall be June 30, 2016.
3. Representations and Warranties of Mortgagor. Mortgagor represents, covenants and warrants to Mortgagee as follows:
  - (a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date of this Amendment.
  - (b) There is currently no Event of Default (as defined in the Mortgage) under the Note or the Mortgage and Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note or the Mortgage.
  - (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Amendment, they continue to be the legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
  - (d) As of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified in this Amendment.
4. Successors and Assigns. The provisions and covenants of this Amendment shall be binding on Mortgagor and shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective heirs, successors and permitted assigns.
5. Terminology. All personal pronouns used in this Amendment whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Paragraph headings are for convenience only and neither limit nor amplify the provisions of this Amendment itself.
6. Severability. If any provision of this Amendment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Amendment and the application of such provisions to other persons or

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circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7. Applicable Law. Mortgagor agrees that this Amendment shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois; provided, however, that if any applicable conflict or choice of law rules would choose the law of another state, Mortgagor waives such rules and agrees that Illinois substantive, procedural and constitutional law shall nonetheless govern.

[signature page to follow]

Property of Cook County Clerk's Office

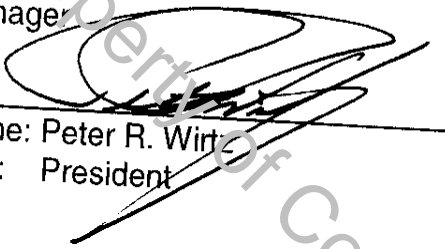
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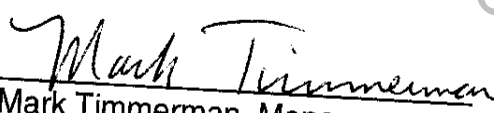
IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the day and year first above written.

## MORTGAGOR:

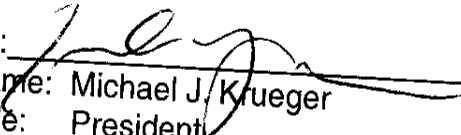
Lincoln Square Partners, LLC  
Illinois limited liability company

By: Bismarck Enterprises, Inc.,  
an Illinois corporation  
Its: Manager

By:   
Name: Peter R. Wirtz  
Title: President

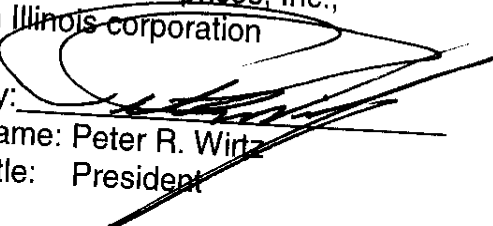
  
Mark Timmerman, Manager

By: MJK Holdings, Inc., an Illinois corporation  
Its: Manager

By:   
Name: Michael J. Krueger  
Title: President

## MORTGAGEE:

Bismarck Enterprises, Inc.,  
an Illinois corporation

By:   
Name: Peter R. Wirtz  
Title: President

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STATE OF ILLINOIS     )  
                                  )  
COUNTY OF \_\_\_\_\_)     SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Peter R. Wirtz, personally known to me to be the President of Bismarck Enterprises, Inc., an Illinois corporation, a manager of Lincoln Square Partners, LLC, an Illinois limited liability company and personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as President of such manager of such limited liability company, on behalf of such corporation as his free and voluntary act and deed 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 official seal this 1 day of July, 2011.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public



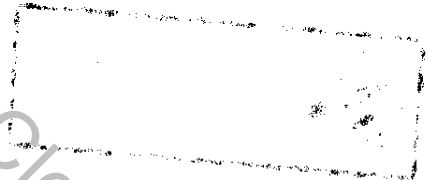
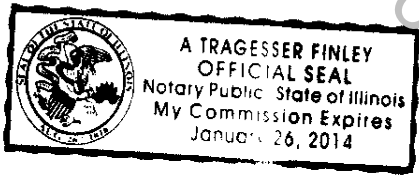
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STATE OF ILLINOIS     )  
  )  
COUNTY OF \_\_\_\_\_ )     SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark Timmerman personally known to me to be a manager of Lincoln Square Partners, LLC, an Illinois limited liability company, and personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as manager of such limited liability company, on behalf of such limited liability company as his free and voluntary act and deed 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 official seal this 1 day of July, 2011.

*A. Tragger Finley*  
\_\_\_\_\_  
Notary Public



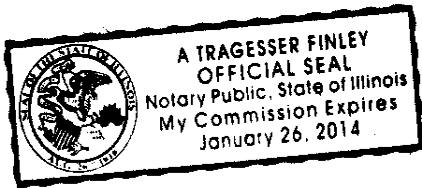
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STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael J. Krueger, personally known to me to be the President of MJK Holdings, Inc., an Illinois corporation, a manager of Lincoln Square Partners, LLC, an Illinois limited liability company and personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as President of such manager of such limited liability company, on behalf of such corporation as his free and voluntary act and deed 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 official seal this 1 day of July, 2011.

A. Finley  
Notary Public







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## EXHIBIT A

### LEGAL DESCRIPTION OF LAND

LOTS 1, 2 AND 3 IN JACOB LASKER'S RESUBDIVISION OF LOTS 110, 111, 112, 113, 114 AND 115 IN PARTITION BY CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THAT PART OF LOT 1 LYING NORTHEAST OF LINCOLN AVENUE IN PARTITION BY SUPERIOR COURT OF COOK COUNTY, ILLINOIS, OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Tax: 14 18 106 001 0000

Property Address: 4717-4725 N. Lincoln/2325 W. Giddings, Chicago, Illinois