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1129931014

**PREPARED BY AND UPON
RECORDATION RETURN TO:**

Ledgewood
1900 Market Street, Suite 750
Philadelphia, Pennsylvania 19103
Attention: Brian L. Murland, Esquire

Doc#: 1129931014 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/28/2011 11:58 AM Pg: 1 of 12

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**FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING AND AMENDMENT TO
ASSIGNMENT OF LEASES AND RENTS**

between

LRVF WOODLAND, LLC, a Delaware limited liability company

and

RESOURCE REAL ESTATE, INC.,

a Delaware corporation,

as Collateral Manager and Special Servicer for **RESOURCE REAL ESTATE FUNDING
CDO 2006-1, LTD.**, an exempted company incorporated under the laws of the Cayman Islands

This document serves as a fixture filing under the Uniform Commercial Code.

Dated: July 7, 2011

Property Location: 606, 626 and 637 East Woodland Park Avenue, Chicago, Illinois 60616

County: Cook

Box 400-CTCC

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

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "**Agreement**"), is made effective as of July 7, 2011 between **LRVF WOODLAND, LLC**, a Delaware limited liability company, having its principal place of business at 2444 Wilshire Boulevard, Suite 320, Santa Monica, California 90403 ("**Borrower**"), and **RESOURCE REAL ESTATE, INC.**, a Delaware corporation, as Collateral Manager and Special Servicer for **RESOURCE REAL ESTATE FUNDING CDO 2006-1, LTD.**, an exempted company incorporated under the laws of the Cayman Islands, having an address at 712 Fifth Avenue, Twelfth Floor, New York, New York 10019 ("**Lender**").

RECITALS:

A. Borrower entered into: (a) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 16, 2011, in favor of RCC Real Estate, Inc., a Delaware corporation ("**Original Lender**"), and recorded as Instrument No. 1114404033 with the Recorder of Deeds of Cook County, Illinois, as assigned by Original Lender to Lender pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 16, 2011 (the "**Assignment**") and recorded as Instrument No. 1129931012 with the Recorder of Deeds of Cook County, Illinois (as hereinafter amended, modified, supplemented or restated from time to time, collectively, the "**Security Instrument**") pursuant to which Borrower has granted to Lender (as successor-in-interest to Original Lender) a first priority mortgage on, among other things, the real property described on Exhibit A attached thereto and other collateral as more fully described in the Security Instrument (collectively, the "**Property**"), and (b) that certain Assignment of Leases and Rents, dated as of May 16, 2011 and made to Original Lender and recorded as Instrument No. 1114404034 with the Recorder of Deeds of Cook County, Illinois, as assigned by Original Lender to Lender pursuant to the Assignment dated as of May 16, 2011 and recorded as Instrument No. 1129931012 with the Recorder of Deeds of Cook County, Illinois (collectively, the "**Assignment of Rents**").

B. In connection with the Loan, Borrower executed certain other documents in favor of Original Lender. Capitalized terms used but not otherwise defined herein shall have the meanings given in the Security Instrument.

C. Borrower and Lender desire to amend the Security Instrument and the Assignment of Leases and Rents as more particularly described herein.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender, intending to be legally bound, hereby agree as follows:

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1. Amendments. Exhibit A to the Security Instrument and the Assignment of Leases and Rents shall be replaced with Exhibit A attached hereto.

2. Ratification and Reaffirmation. Borrower hereby ratifies, confirms and reaffirms in all respects and without condition, all of the terms, covenants and conditions set forth in the Security Instrument (as modified hereby) and the Assignment of Leases and Rents (as modified hereby) and agrees that the Security Instrument (as modified hereby) and the Assignment of Leases and Rents (as modified hereby) remain in full force and effect as of the date hereof and are enforceable against Borrower in accordance with their respective terms; all references to the Loan Documents set forth in the Security Instrument and the Assignment of Leases and Rents include any amendments to such documents executed in connection with this Agreement; all representations, warranties and certifications made in the Security Instrument are true and accurate as if made on this date, except with respect to those representations, warranties and certifications which relate to an earlier date, if any; there are no defenses, offsets or counterclaims to the obligations of Borrower thereunder or in connection therewith, and nothing herein contained shall be construed to impair the security or affect the first priority lien of the Security Instrument or the Assignment of Leases and Rents, nor impair any rights or powers which Lender or its successors and assigns may have for the nonperformance of any term contained in the Security Instrument or the Assignment of Leases and Rents. All collateral, liens and other security interests and pledges created pursuant to, or referred to in, the Security Instrument or the Assignment of Leases and Rents, shall continue to secure the existing indebtedness due under the Loan, as amended hereby.

3. Priority. It is the intention of the parties hereto that this Agreement shall in no way adversely affect or impair the first lien priority of the Security Instrument or Assignment of Leases and Rents. The parties to this Agreement acknowledge and confirm that neither this Agreement nor the modifications to the Loan Documents shall be construed as a novation.

4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one original.

[NO FURTHER TEXT ON THIS PAGE]

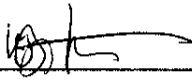
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[SIGNATURE PAGE TO FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND TO AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER:

LRVF WOODLAND, LLC, a Delaware limited liability company

By:  _____

Name: Marc Luzzatto

Title: President

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[SIGNATURE PAGE TO FIRST AMENDMENT TO MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE
FILING AND TO AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS]

LENDER:

RESOURCE REAL ESTATE, INC., a Delaware
corporation, as Collateral Manager and Special Servicer
for **RESOURCE REAL ESTATE FUNDING CDO
2006-1, LTD.**

By: 

Name:

Title:

Joan M. Sapinsley
Vice President

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ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On July 7, 2011 before me Janine Marie Harrington, a Notary Public, personally appeared Marc L. Luzzatto, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janine Marie Harrington
 (J) (Seal)

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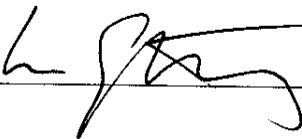
ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)

On October 21, 2011 before me David Grove Stafford, a Notary Public, personally appeared Joan Sapinsley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (Seal)

DAVID GROVE STAFFORD
Notary Public, State of New York
No. 02ST8169007
Qualified in New York County
Commission Expires August 23, 2015

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EXHIBIT A

LEGAL DESCRIPTION

(See attached)

Property of Cook County Clerk's Office

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008850442 D1
STREET ADDRESS: COOK COUNTY
CITY:
TAX NUMBER: **COUNTY:** COOK

LEGAL DESCRIPTION:**PARCEL 1:**

UNIT NOS 637-310, 606-101, 606-104, 606-106, 606-107, 606-108, 606-110, 606-112, 606-312, 606-401, 606-404, 606-405, 606-409, 606-501, 606-506, 606-507, 606-508, 606-512, 606-607, 626-111, 626-212, 626-311, 626-412, 626-503, 626-508, 626-511, 626-603, 626-608, 626-705, 637-212, 637-312, 637-401, 637-503, 637-508, 637-511, 637-708, 637-709, 637-710, P-1 THRU P-9, P-14 THRU P-25, P-30 THRU P-39, P-42, P-44 THRU P-55, P-57 THRU P-68, P-144 THRU P-180, P-223 THRU P-231, P-233, P-242 THRU P-244, P-246 THRU P-249, P-251, P-261 THRU P-264, P-266, P-315 THRU P-330, AND P-337 THROUGH P-350 IN WOODLANDS OF BRONZEVILLE CONDOMINIUM AS DELINEATED IN A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

WHICH IS A PORTION OF THE UNDERLIES LEGAL DESCRIPTION AS FOLLOWS:

LOT 2 AND THE ALLEY LYING EAST OF AND ADJOINING LOT 2, LOTS 3, 4, 5, 6, 7 AND 8 IN SOUTH TIER OF OAKENWALD SUBDIVISION (A PART OF THE SOUTH 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 1 TO 5 IN R. S. CRITCHELL'S SUBDIVISION OF LOTS 9 AND 10 IN THE SOUTH TIER OF OAKENWALD SUBDIVISION AFORESAID, TOGETHER WITH LOTS 15 TO 28 AND THE ALLEY EAST OF AND ADJOINING SAID LOTS 15, 16 AND 25, IN THE MIDDLE TIER OF OAKENWALD SUBDIVISION AFORESAID; EXCEPTING FROM ABOVE DESCRIBED LAND THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID ALLEY LYING ADJACENT TO THE EAST LINE OF LOT 2 IN SOUTH TIER OF SAID OAKENWALD SUBDIVISION AND THE SOUTH LINE OF LOT 2 IN SAID SOUTH TIER EXTENDED EAST, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EXTENDED SOUTH LINE AND ALONG THE SOUTH LINE OF LOT 2, 50.11 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 239.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 69.80 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 239.00 FEET; THENCE SOUTH 00 DEGREE 00 MINUTES 00 SECONDS EAST 69.80 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28 IN THE MIDDLE TIER OF SAID OAKENWALD SUBDIVISION, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 28, 1.16 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 48.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 72.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 239.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 72.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 239.00 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS

(CONTINUED)

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008850442 D1
 STREET ADDRESS: COOK COUNTY
 CITY:
 TAX NUMBER: COUNTY: COOK

LEGAL DESCRIPTION:

DOCUMENT NUMBER 0618117037, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES 10 THROUGH 12, 69, 72 THROUGH 74, 76, 77, 79, 80, 82 THROUGH 85, 88 THROUGH 90, 93 THROUGH 97, 99 THROUGH 118, 121 THROUGH 131, 133 THROUGH 139, 181 THROUGH 200, 202 THROUGH 216, 270, 301, 302, 305 THROUGH 314, 331 THROUGH 336 AND 351 THROUGH 353, A LIMITED COMMON ELEMENTS AS IDENTIFIED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0618117031, AS AMENDED FROM TIME TO TIME.

PARCEL 3:

THAT PART OF LOTS 2, 3, 4, 5, 6 AND 7 IN SOUTH TIER OF OAKENWALD SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE EAST LINE OF A 12 FOOT WIDE ALLEY LYING ADJACENT TO THE EAST LINE OF LOT 2 IN SOUTH TIER OF SAID OAKENWALD SUBDIVISION AND THE SOUTH LINE OF LOT 2 IN SAID SOUTH TIER EXTENDED EAST, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EXTENDED SOUTH LINE AND ALONG THE SOUTH LINE OF LOT 2, 50.11 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 239.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 69.80 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 239.00 FEET; THENCE SOUTH 00 DEGREE 00 MINUTES 00 SECONDS EAST 69.80 FEET TO THE POINT OF BEGINNING; ALSO THAT PART OF LOTS 23, 24, 25, 26, 27 AND 28 IN THE MIDDLE TIER OF SAID OAKENWALD SUBDIVISION, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28 IN THE MIDDLE TIER OF SAID OAKENWALD SUBDIVISION, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 28, 1.16 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 48.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 72.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 239.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 72 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 239.00 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM ALL OF THE LAND FALLING IN THE WOODLANDS OF BRONZEVILLE CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0619117037, AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT NUMBER 0705215099, SECOND AMENDMENT RECORDED AS DOCUMENT NUMBER 0719322121, THIRD AMENDMENT RECORDED AS DOCUMENT NUMBER 0730415074, FOURTH AMENDMENT RECORDED AS DOCUMENT NUMBER 0806015057, FIFTH AMENDMENT RECORDED AS DOCUMENT NUMBER 0808616033, SIXTH AMENDMENT RECORDED AS DOCUMENT NUMBER 0811616056, SEVENTH AMENDMENT RECORDED AS DOCUMENT NUMBER 0822729077 AND EIGHTH AMENDMENT RECORDED AS DOCUMENT NUMBER 0822729077.

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008850442 D1

STREET ADDRESS: COOK COUNTY

CITY:

TAX NUMBER:

COUNTY: COOK

LEGAL DESCRIPTION:

PARCEL 4:

RIGHTS OF OWNERS OF AND APPURTENANT TO PARCELS 1 AND 2 TO THE USE AND ENJOYMENT OF WOODLAND PARK, IN OAKENWALD SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL 1/4 SECTION 34 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PROVIDED IN PLAT OF OAKENWALD SUBDIVISION AFORESAID RECORDED JULY 9, 1855 AS DOCUMENT NUMBER 61055, IN COOK COUNTY, ILLINOIS.

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