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Doc#: 1131334066 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2011 01:57 PM Pg: 1 of 6

This Instrument
prepared by and
when recorded,
return to:

Brian P. Collins
Pedersen & Houpt, P.C.
161 North Clark Street, Suite 3100
Chicago, Illinois 60601

MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

This Modification of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Assignment of Rents and Leases ("Modification") is entered into as of November 8th, 2011 by 20 E/ ST BELLEVUE L.L.C., an Illinois limited liability company whose address is 1050 N. State Street, Mezzanine Level, Chicago Illinois 60610 ("Mortgagor"), and COLE TAYLOR BANK, an Illinois banking corporation, its successors and assigns (the "Lender").

RECITALS

A. Mortgagor executed and delivered to Lender (a) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 23, 2009, which was recorded with the Cook County Recorder of Deeds as Document #0936234086 (the "Mortgage") and (b) that certain Assignment of Rents and Leases dated December 23, 2009, which was recorded with the Cook County Recorder of Deeds as Document #0936234087 (the "Assignment," and together with the Mortgage, the "Recorded Documents"). The Recorded Documents evidence Lender's security interest in certain real and personal property described in the Recorded Document (the "Property"), which Property is also described on [Exhibit A](#) attached hereto.

B. The Recorded Documents secured a loan to the Mortgagor in the amount of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) (the "Loan"). The Loan was heretofore evidenced by a Promissory Note dated December 23, 2009, in the principal amount of the Loan made by the Mortgagor to the order of the Lender (the "Prior Note").

C. The Mortgagor, the Lender and such other parties named therein have agreed to amend certain terms of the documents governing the Loan, as more fully set forth in that certain Amendment to Loan Agreement, dated as of the date hereof (the "Amendment"), and such other amendments evidenced hereby.

00543256v2

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

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AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Amendment of Recorded Documents. The Recorded Documents are hereby amended as follows:

(a) The Prior Note has been amended and restated by that certain Amended and Restated Promissory Note of even date herewith, made by the Mortgagor to the order of the Lender in the principal amount of Two Million Nine Hundred Sixty Nine Thousand Sixty Nine and 96/100 Dollars (\$2,969,069.96) (the "Amended Note"). All references in the Loan Documents to the term "Promissory Note" or "Note" shall be deemed to refer to the Amended Note.

(b) The Maturity Date under the Note and the Loan Documents (as defined in the Amended Note) has been extended to January 1, 2017.

(c) Paragraph 14(a)(ii) of the Mortgage is amended and restated to read as follows:

Any change in control (by way of transfers of stock, partnership or member interests, or merger, consolidation or otherwise) of Mortgagor or any Borrower such that Stephen J. Lombardo, Lawrence M. Shane and/or their respective heirs no longer either (A) own at least a majority of the voting equity of such entity or such entity's manager or (B) constitute a majority of the managers of such entity or such entity's manager;

(d) The address of the Mortgagor for purposes of the Notice provision of Paragraph 25 of the Mortgage shall be amended and restated to read as follows:

20 East Bellevue L.L.C.
1050 N. State St.
Mezzanine Level
Chicago, Illinois 60610
Attn: Lawrence M. Shane

(e) To the extent of a conflict between the Recorded Documents and the Amended Note, the terms of the Amended Note shall control.

2. Continuing Effect. All the terms of the Recorded Documents are hereby incorporated by reference herein, and the Recorded Documents, except as hereby modified, shall remain in full force and effect in all respect. Mortgagor, by execution of this Modification,

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hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Recorded Documents and the Loan Documents.

3. Recitals. The above Recitals are acknowledged by the parties as true and correct and are incorporated in this paragraph by reference.

Signatures appear on the next page.

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IN WITNESS WHEREOF, the Mortgagor has executed this Modification as of the date set forth above.

20 EAST BELLEVUE L.L.C.,

By: Lux Bar Holdings – 20 E. Bellevue, LLC
Its: Sole Member

By: Lux Bar Management Company, LLC
Its: Sole Manager

By: 
Name: Lawrence M. Shane
Its: Chief Financial Officer


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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

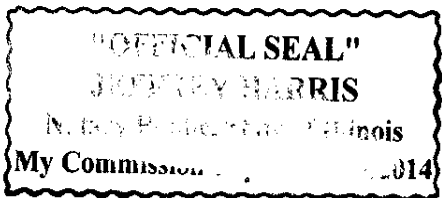
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence M. Shane, the Chief Financial Officer of Lux Bar Management Company, LLC, the sole Manager of Lux Bar Holdings – 20 E. Bellevue, LLC, the sole Member of 20 East Bellevue L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chief Financial Officer, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Manager of Lux Bar Holdings – 20 E. Bellevue, LLC, the sole member of 20 East Bellevue L.L.C., for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of November, 2011.



Notary Public
My Commission Expires:
 _____

3/27/14



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EXHIBIT A

Legal Description

LOTS 2 AND 3 IN THE SUBDIVISION OF THE EAST 83 FEET OF LOTS 45, 46 AND 47 (EXCEPT THE NORTH 4 FEET OF LOT 45) AND THAT PART OF LOT 45 WEST OF THE EAST 83 FEET AND SOUTH OF THE NORTH 4 FEET AND NORTH OF THE SOUTH 4 FEET OF SAID LOT 45, ALL IN BLOCK 1 ON POTTER PALMER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, IN THE CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTION 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1820 E. Bellevue Place, Chicago, Illinois 60610

Permanent Real Estate Index Numbers: 17-03-202-007 and 17-03-202-008