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This Instrument Prepared by
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Doc#: 1131945049 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/15/2011 01:47 PM Pg: 1 of 9

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

SECOND AMENDMENT TO MORTGAGES AND ASSIGNMENTS OF RENTS

THIS SECOND AMENDMENT TO MORTGAGES AND ASSIGNMENTS OF RENTS (this "**Amendment**") dated as of November 2, 2011, by and among **ROWSTAR, LLC – 1470 N. MILWAUKEE SERIES**, an Illinois limited liability company ("**Rowstar 1470**"), **ROWSTAR, LLC – 1466 N. MILWAUKEE SERIES**, an Illinois limited liability company ("**Rowstar 1466**"), **NEW DIVISION LLC**, an Illinois limited liability company ("**New Division**"; Rowstar 1470, Rowstar 1466 and New Division are sometimes hereinafter collectively referred to as "**Mortgagor**") and **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), its successors and its assigns.

RECITALS:

A. Pursuant to the terms of that certain Amended and Restated Loan Agreement dated as of September 30, 2010, by and among Mortgagor, the E. K. Steinschneider Irrevocable Life Insurance Trust dated 9/23/91, an affiliate of Mortgagor (the "**Other Borrower**"; Mortgagor and the Other Borrower are sometimes hereinafter collectively referred to as "**Borrowers**") and Lender (as modified, amended and/or restated from time to time, the "**Loan Agreement**"), which Loan Agreement evidences (i) a loan from Lender to Borrowers in the original maximum principal amount of Two Million Seven Hundred Seventy Thousand and No/100 Dollars (\$2,770,000.00) (the "**Term Loan**"), and (ii) a loan from Lender to Borrowers in the original maximum principal amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the "**LOC Loan**"; the Term Loan and the LOC Loan are sometimes hereinafter collectively referred to as the "**Loans**"), (a) Rowstar 1470 has executed and delivered to Lender (1) a first priority mortgage recorded with the Cook County Recorder of Deeds (the "**Recorder**") on December 24, 2008, as Document No. 0835933170 (as modified, amended and/or restated from time to time, including without limitation that certain Amendment to Mortgage and Assignment of Rents dated September 30, 2010, by and between Mortgagor and Lender, and recorded with the Recorder on October 4, 2010, as Document No. 1027722093 [the "**First Amendment**"], the "**1470 Mortgage**"), which 1470 Mortgage encumbers the real property described on **Exhibit A** attached to the 1470 Mortgage, and (2) an Assignment of Rents recorded on December 24, 2008, with the Recorder as Document No. 0835933171 (as modified, amended

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and/or restated from time to time, including without limitation the First Amendment, the "**1470 Assignment of Rents**"), which 1470 Assignment of Rents encumbers the real property described on **Exhibit A** attached to the 1470 Assignment of Rents, (b) Rowstar 1466 has executed and delivered to Lender (1) a first priority mortgage recorded with the Recorder on December 24, 2008, as Document No. 0835933168 (as modified, amended and/or restated from time to time, including without limitation the First Amendment, the "**1466 Mortgage**"), which 1466 Mortgage encumbers the real property described on **Exhibit A** attached to the 1466 Mortgage, and (2) an Assignment of Rents recorded on December 24, 2008, with the Recorder as Document No. 0835933169 (as modified, amended and/or restated from time to time, including without limitation the First Amendment, the "**1466 Assignment of Rents**"), which 1466 Assignment of Rents encumbers the real property described on **Exhibit A** attached to the 1466 Assignment of Rents, and (c) New Division has executed and delivered to Lender (1) a first priority mortgage recorded with the Recorder on January 2, 2009, as Document No. 0900229047 (as modified, amended and/or restated from time to time, including without limitation the First Amendment, the "**New Division Mortgage**"; the 1470 Mortgage, the 1466 Mortgage and the New Division Mortgage are sometimes hereinafter collectively referred to as the "**Mortgages**"), which New Division Mortgage encumbers the real property described on **Exhibit A** attached to the New Division Mortgage, and (2) an Assignment of Rents recorded on January 2, 2009, with the Recorder as Document No. 0900229048 (as modified, amended and/or restated from time to time, including without limitation the First Amendment, the "**New Division Assignment of Rents**"; the 1470 Assignment of Rents, the 1466 Assignment of Rents and the New Division Assignment of Rents are sometimes hereinafter collectively referred to as the "**Assignments of Rents**"), which New Division Assignment of Rents encumbers the real property described on **Exhibit A** attached to the New Division Assignment of Rents.

B. Borrowers have requested (i) that Lender agree to Borrowers' repayment in full of the LOC Loan, and (ii) that Lender agree to provide Borrowers with a term loan in the maximum principal amount of Seven Hundred Eighty-Two Thousand Two Hundred Forty-Six and No/100 Dollars (\$782,246.00) (the "**\$782,246 Loan**"), which \$782,246 Loan (a) shall be evidenced by a Mortgage Note of even date herewith from Borrowers in favor of Lender in the original maximum principal amount of Seven Hundred Eighty-Two Thousand Two Hundred Forty-Six and No/100 Dollars (\$782,246.00) (the "**\$782,246 Note**"), (b) shall replace the LOC Loan under the Loan Agreement, and (c) shall be deemed to be one of the Loans (as defined in each of the Mortgages).

C. As a condition precedent to Lender's making the \$782,246 Loan, the issuance of the \$782,246 Note and the execution of any other documents related thereto, Lender is requiring, among other things, that Mortgagor, as applicable, amend the Mortgages and the Assignments of Rents to reflect that (i) the Mortgages and Assignments of Rents shall now secure, in addition to all obligations under the Loans, all obligations under the \$782,246 Loan, and (ii) the occurrence of any default, event of default or other similar condition or event (however described) under the \$782,246 Note or any other document evidencing the \$782,246 Loan shall be deemed to be a default under the Mortgages and the Assignments of Rents.

D. Mortgagor acknowledges (i) Lender would not agree to enter into the \$782,246 Loan without Mortgagor's execution of this Amendment, and (ii) it is in the best interest of

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Mortgagor that the \$782,246 Loan be provided by Lender and that Mortgagor execute this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by Lender, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference to this Amendment.

2. Mortgagor and Lender acknowledge and agree that from and after the day hereof, the \$782,246 Loan shall replace the LOC Loan under the Loan Agreement, the \$782,246 Loan shall be deemed to be one of the Loans under the Loan Agreement, the Mortgages and the Assignments of Rents and that the \$782,246 Loan shall be secured by the Mortgages and the Assignments of Rents. To reflect such modification:

- (a) Any and all references to the "LOC Loan" in the Mortgages and the Assignments of Rents are hereby deleted and replaced with references to the "\$782,246 Loan";
- (b) Any and all references to the "LOC Note" in the Mortgages and the Assignments of Rents are hereby deleted and replaced with references to the "\$782,246 Note";
- (c) Any and all references to the term "Note" in the Mortgages and the Assignments of Rents shall now refer to both the Term Note and the \$782,246 Note;
- (d) The maximum lien amount in each of the Mortgages is hereby increased to two (2) times the aggregate maximum principal amount of the Term Note and the \$782,246 Note;
- (e) The Mortgages and the Assignments of Rents are modified to state that in addition to securing all obligations under the Loans (as presently defined in such documents), the Mortgages and the Assignments of Rents shall also secure the payment of the principal amount of the \$782,246 Loan in the original principal amount of Seven Hundred Eighty-Two Thousand Two Hundred Forty-Six and No/100 Dollars (\$782,246.00), and interest thereon (at variable rates and as otherwise provided therein) and all fees and premiums, if any, thereon, and all other sums due thereunder or advanced by Lender in accordance with the loan documents evidencing the \$782,246 Loan; and
- (f) The Mortgages and the Assignments of Rents are modified to state that the occurrence of any default or event of default under the terms of the \$782,246 Note or any other document evidencing the \$782,246 Loan after the expiration of the applicable notice and grace period, if any, shall be

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deemed to be a Default or Event of Default, as applicable, under the Mortgages and the Assignments of Rents.

3. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Mortgagor, and no notice of any extension, change, modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

5. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

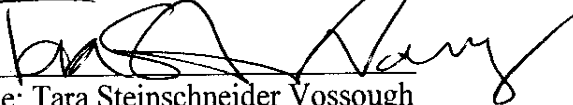
(signatures on following page)

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IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

MORTGAGOR:

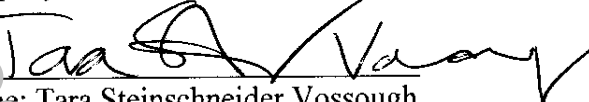
ROWSTAR, LLC – 1470 N. MILWAUKEE SERIES, an Illinois limited liability company

By: 
Name: Tara Steinschneider Vossough
Its: Manager

ROWSTAR, LLC – 1466 N. MILWAUKEE SERIES, an Illinois limited liability company

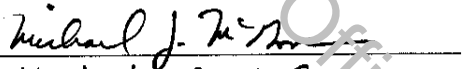
By: 
Name: Tara Steinschneider Vossough
Its: Manager

NEW DIVISION LLC, an Illinois limited liability company

By: 
Name: Tara Steinschneider Vossough
Its: Manager

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: 
Name: Michael J. McGovern
Its: Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Betty L. Watkins, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tara Steinschneider Vossough, personally known to me to be the Manager of Rowstar, LLC – 1470 N. Milwaukee Series, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she has signed and delivered the said instrument as her free and voluntary act as aforesaid in her capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2 day of November, 2011.



Betty L. Watkins
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Betty L. Watkins, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tara Steinschneider Vossough, personally known to me to be the Manager of Rowstar, LLC – 1466 N. Milwaukee Series, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she has signed and delivered the said instrument as her free and voluntary act as aforesaid in her capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2 day of November, 2011.



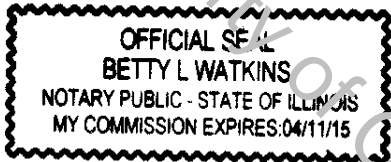
Betty L. Watkins
Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Betty L. Watkins, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tara Steinschneider Vossough, personally known to me to be the Manager of New Division LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she has signed and delivered the said instrument as her free and voluntary act as aforesaid in her capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2 day of November, 2011.



Betty L. Watkins
Notary Public

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PARCEL 2:

LOTS 24, 25 AND 26 IN BLOCK 2 IN J. PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-06-226-021-0000

1930-32 W. Division Chicago, Il 60622

PARCEL 3:

LOT 8 (EXCEPT THE SOUTHWESTERLY 25.5 FEET THEREOF TAKEN FOR ELEVATED RAILROAD) IN BLOCK 6 IN D.S. LESS ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-06-208-007-0000

1466 N. Milwaukee Ave, Chicago, Il 60622

PARCEL 4:

LOT 7 (EXCEPT THE SOUTHWESTERLY 25.5 FEET THEREOF) IN BLOCK 6 IN D.S. LESS ADDITION TO CHICAGO A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTH HALF OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-06-208-006-0000

1470 N. Milwaukee Ave., Chicago, Il 60622

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