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This instrument was prepared by and, after recording, return to:

Robert N. Sodikoff
Aronberg Goldgehn Davis & Garmisa
330 North Wabash - Suite 1700
Chicago, Illinois 60611



Doc#: 1201133073 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/11/2012 10:19 AM Pg: 1 of 4

Location:
Property commonly known as
2918 South Wentworth Avenue
Chicago, Illinois 60611

P.I.N.: 17-28-427-027-0000

Evergreen Bank

Space above this line for Recorder's use only

SECOND AMENDMENT TO JUNIOR MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS SECOND AMENDMENT TO JUNIOR MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this "Amendment") is made effective as of the 22nd day of December, 2011 (the "Effective Date") by and between **DKM HOLDINGS LLC** (a/k/a **DKM HOLDING LLC**), an Illinois limited liability company, whose address is 900 West 31st Street, Chicago, Illinois 60608 ("Mortgagor"), and **EVERGREEN BANK GROUP**, an Illinois banking corporation, with offices at 1515 West 22nd Street, Suite 100W, Oak Brook, Illinois 60523 ("Mortgagee" or "Lender");

12010-35
Box 162

RECITALS:

A. **31ST & INDIANA DEVELOPMENT, INC.**, an Illinois corporation and an affiliate of Mortgagor ("Borrower"), is indebted to Mortgagee as evidenced by a certain Note dated November 7, 2007 in the original principal amount of SEVEN MILLION THREE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$7,380,000.00) made by Borrower to Mortgagee, as amended, modified and restated from time to time, including by Amended and Restated Commercial Mortgage Note by Borrower to Lender ("Commercial Note") and Residential Properties Note by Borrower to Lender ("RP Note"), each dated February 5, 2011, in the principal amount of \$1,069,793.83 and \$316,000.00, respectively, and each bearing interest at four and three-quarters percent (4.75%) per annum (each individually the "Note" and collectively the "Notes" as the context may require).

B. The Notes are secured by, among other things, a Junior Mortgage, Security Agreement and Assignment of Rents from Mortgagor to Mortgagee dated December 21, 2009 on the property commonly known as 2918 South Wentworth Avenue, Chicago, Illinois and described on Exhibit A attached hereto and incorporated herein by reference, recorded with the

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Cook County Recorder of Deeds (the "Recorder") on February 1, 2010 as Document No. 1003208200, as amended or modified by from time to time, including First Amendment to Junior Mortgage, Security Agreement and Assignment of Rents dated February 5, 2011 and recorded with the Recorder on April 21, 2011 as Document No. 1111104215 (the "Wentworth Mortgage")

C. By Loan Modification and Forbearance Agreement dated of even date herewith, Borrower and Mortgagee agreed, among other things, to extend the Maturity Date of the Notes to September 1, 2012 and for Mortgagee to make an additional \$90,000.00 term loan to Borrower, evidenced by a Term Note dated of even date herewith, in the principal sum of \$90,000.00, with interest at four and three-quarters percent (4.75%) per annum and maturing on September 1, 2012, as may be amended or modified (the "Term Note").

D. Mortgagor and Mortgagee wish to amend the Mortgage, as previously amended or modified, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated herein and made a part hereof by reference thereto.
2. Amendment to Mortgage. The Maturity Date of the Commercial Note and the RP Note are extended to September 1, 2012. The Mortgage, as previously amended or modified, is further amended and modified to provide (i) that the indebtedness evidenced by the Term Note constitutes indebtedness under the Mortgage, in addition to the indebtedness evidenced by the Commercial Note and the RP Note, and (ii) that all references in the Mortgage to the "Note" or "Notes" shall mean and be deemed to mean the Commercial Note, the RP Note and the Term Note, and (iii) that payment of all such indebtedness is secured by, among other things, the Mortgage.
3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.
4. Mortgage Terms to Remain in Effect. Except as expressly amended or modified hereby, the terms of the Mortgage, as previously amended or modified, are and shall remain unmodified and in full force and effect.
5. Effective Date. This Amendment shall be effective as of the date first above written upon execution by the parties hereto. The date or dates of the acknowledgements indicate the date(s) of execution of this Amendment but execution is as of the above date, and for purposes of identification and reference the date of this Amendment is the above date.

[Signature page follows.]

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IN WITNESS WHEREOF, Mortgagor has caused this Second Amendment to Junior Mortgage, Security Agreement and Assignment of Rents to be executed as of the day and year first above written.

MORTGAGOR:

DKM Holdings LLC (a/k/a DKM Holding LLC), an Illinois limited liability company

By: [Signature]
Danny Mark, its member

and
By: [Signature]
Dale Mark, its member

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

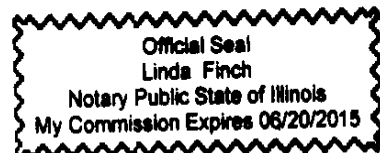
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Danny Mark and Dale Mark the members of DKM HOLDINGS LLC (A/K/A DKM HOLDING LLC) who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such members, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of December, 2011.

[Signature]
NOTARY PUBLIC

(SEAL)

My commission expires: 6/20/2015



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EXHIBIT A

LEGAL DESCRIPTION

LOT 8 IN BLOCK 8 IN HODGE'S SUBDIVISION OF BLOCKS 2 AND 8 AND PARTS OF BLOCKS 1 AND 9 OF F.C. SHERMAN AND OTHERS' SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2918 SOUTH WENTWORTH AVENUE
CHICAGO, ILLINOIS 60616

PERMANENT INDEX NUMBER: 17-28-427-027-0000