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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#: 1201133074 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/11/2012 10:26 AM Pg: 1 of 5

Location:
Property commonly known as
3101 South Indiana Avenue and
207 East 31st Street
Chicago, Illinois 60616

P.I.N.: SEE EXHIBIT A

Evergreen Bank

Space above this line for Recorder's use only

THIRD AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS THIRD AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") is made effective as of the 29th day of December, 2011 (the "Effective Date") by and between **31ST & INDIANA DEVELOPMENT, INC.**, an Illinois corporation having an address at 2918 South Wentworth Avenue, Chicago, Illinois 60616 ("Mortgagor"), and **EVERGREEN BANK GROUP (F/K/A EVERGREEN PRIVATE BANK)**, an Illinois banking corporation, with offices at 1515 West 22nd Street, Suite 100W, Oak Brook, Illinois 60523 ("Mortgagee");

BOX 162

RECITALS:

12010-30

A. Mortgagor 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 Mortgagor to Mortgagee, as amended, modified or restated from time to time, including by Amended and Restated Commercial Mortgage Note by Borrower to Lender ("Commercial Note") and by Residential Properties Mortgage 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, the following documents:
(i) Construction Mortgage, Security Agreement and Fixture Financing Statement dated November 7, 2007 on the Property commonly known as 3101 South Indiana Avenue and 207 East 31st Street, Chicago, Illinois 60616 and described on Exhibit A attached hereto and

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incorporated herein by reference, recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on November 14, 2007 as Document No. 0731847024, as amended or modified from time to time, including First Amendment to Construction Mortgage, Security Agreement and Financing Statement, dated effective November 5, 2009 recorded with the Recorder on February 1, 2010 as Document No. 1003208203, and Second Amendment to Construction Mortgage, Security Agreement and Financing Statement, dated effective February 5, 2011 recorded with the Recorder on April 21, 2011 as Document No. 1111104216 (the "Mortgage"); and (ii) Assignment of Rents recorded with the Recorder on November 14, 2007 as Document No. 0731847025 (the "Assignment").

C. By Loan Modification and Forbearance Agreement dated of even date herewith, Mortgagor 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 Mortgagor, 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 further amend the Mortgage and the Assignment, 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 Mortgagee agree as follows:

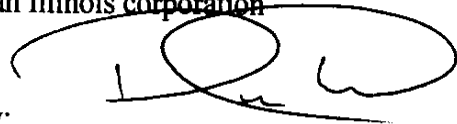
1. Recitals. The Recitals set forth above are hereby incorporated herein and made a part hereof by reference thereto.
2. Amendment to Mortgage and Assignment. The Maturity Date of the Commercial Note and the RP Note are extended to September 1, 2012. The Mortgage and the Assignment, as previously amended or modified, are 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 and in the Assignment to the "Note" or "Notes" shall mean and be deemed to mean the Commercial Note, the RP Note and the Term Note, and (iii) the payment of all such indebtedness is secured by, among other things, the Mortgage and the Assignment.
3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.
4. Mortgage and Assignment Terms to Remain in Effect. Except as expressly amended or modified hereby, the terms of the Mortgage and of the Assignment, 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.

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IN WITNESS WHEREOF, Mortgagor has caused this Third Amendment to Construction Mortgage, Security Agreement and Financing Statement to be executed as of the day and year first above written.

MORTGAGOR:

31ST & INDIANA DEVELOPMENT, INC.,
an Illinois corporation




By: _____
Danny Mark, President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Danny Mark, the President of 31st & Indiana Development, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 2nd day of December, 2011.



Notary Public

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DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0920816007, IN THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-34-103-070-0000, 17-34-103-071-0000,
 17-34-103-072-0000, 17-34-103-073-0000,
 17-34-103-074-1001, 17-34-103-074-1007,
 17-34-103-074-1012, 17-34-103-074-1013,
 17-34-103-074-1021, 17-34-103-074-1028,
 17-34-103-074-1030, 17-34-103-074-1031,
 17-34-103-074-1036, 17-34-103-074-1037,
 17-34-103-074-1038, 17-34-103-074-1047,
 17-34-103-074-1051, 17-34-103-074-1052,
 17-34-103-074-1058, 17-34-103-074-1059,
 17-34-103-074-1061, 17-34-103-074-1063,
 17-34-103-074-1065, 17-34-103-074-1068, AND
 17-34-103-074-1071, [FORMERLY 17-34-103-001-0000]

COMMONLY KNOWN AS: 3101 SOUTH INDIANA AVENUE,
 203 EAST 31ST STREET, 205 EAST 31ST STREET,
 207 EAST 31ST STREET, 209 EAST 31ST STREET, AND
 211 EAST 31ST STREET
 CHICAGO, ILLINOIS 60616

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 11 TO 16, INCLUSIVE, AND THE VACATED ALLEY SOUTH AND ADJOINING THE SOUTH LINE OF LOTS 11 TO 15 AND NORTH AND ADJOINING THE NORTH LINE OF LOT 16 TAKEN AS A SINGLE TRACT OF LAND DESCRIBED AS FOLLOWS: THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +18.08 FEET CHICAGO CITY DATUM (ALL ELEVATION HEREINAFTER DESCRIBED ARE CHICAGO CITY DATUM) AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.38 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT (THE NORTHWEST CORNER OF SAID TRACT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 15); THE SOUTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 2.58 FEET TO THE PLACE OF BEGINNING (THE NORTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF E. 31ST STREET); THENCE CONTINUING SOUTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 56.99 FEET; THENCE SOUTH 00° 00' 00" WEST, 7.02 FEET; THENCE SOUTH 90° 00' 00" EAST, 2.50 FEET; THENCE SOUTH 00° 00' 00" WEST, 33.67 FEET; THENCE NORTH 90° 00' 00" WEST, 14.23 FEET; THENCE SOUTH 00° 00' 00" WEST, 1.25 FEET; THENCE NORTH 90° 00' 00" WEST, 37.34 FEET; THENCE NORTH 00° 00' 00" EAST, 11.03 FEET; THENCE NORTH 90° 00' 00" WEST, 7.92 FEET; THENCE NORTH 00° 00' 00" EAST, 30.91 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPT THAT PART OF SAID TRACT LAND WHICH LIES ABOVE A HORIZONTAL PLANE HAVING FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 75.60 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 57.01 FEET; THENCE SOUTH 00° 00' 00" WEST, 21.83 FEET; THENCE NORTH 90° 00' 00" WEST, 51.24 FEET; THENCE SOUTH 00° 00' 00" WEST, 8.86 FEET; THENCE NORTH 90° 00' 00" WEST, 8.29 FEET; THENCE NORTH 00° 00' 00" EAST, 33.66 FEET; THENCE SOUTH 90° 00' 00" EAST, 2.52 FEET; THENCE NORTH 00° 00' 00" EAST, 7.03 FEET TO THE PLACE OF BEGINNING, ALL IN HAYWOOD'S SUBDIVISION OF THE WEST 4/5 OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNITS 2A, 2G, 3C, 3D, 4C, 5A, 5C, 5D, 5I, G1, G2, G11, G15, G16, S-22, S-23, S-25, S-27, S-29, S-32 AND S-35 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SIGNATURE RESIDENCES CONDOMINIUM AS