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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
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This Instrument Prepared by
and After Recording Returned to:

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

**FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS
AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT**

AND

ASSIGNMENT OF RENTS AND LEASES

(Ohio Street, Chicago, Cook County, Illinois)

THIS FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") dated as of January 26, 2012, by and among CHICAGO TITLE LAND TRUST COMPANY, as Trustee under Trust Agreement dated June 1, 2011, and known as Trust No. 8002356812 ("Trustee"), JEAN L. JODOIN AS TRUSTEE OF THE JEAN L. JODOIN TRUST DATED FEBRUARY 10, 2000 (the "Jodoin Beneficiary"), and CHRISTOPHER S. BARRY AS TRUSTEE UNDER THE CHRISTOPHER S. BARRY TRUST DATED DECEMBER 6, 1999 (the "Barry Beneficiary", the Jodoin Beneficiary and the Barry Beneficiary are sometimes hereinafter collectively referred to as "Beneficiary"; Trustee and Beneficiary 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 Construction Loan Agreement dated as of July 25, 2011, by and among Mortgagor, certain affiliates of Mortgagor (the "Other Borrowers"; Mortgagor and the Other Borrowers are sometimes hereinafter collectively referred to as "Borrowers") and Lender (as modified by that certain First Amendment to Construction Loan Agreement dated October 17, 2011, among Borrowers and Lender, and as further modified, amended and/or restated from time to time, the "Loan Agreement"), which Loan Agreement evidences a loan from Lender to Borrowers in the original maximum principal amount of Ten Million Nine Hundred Fifty Thousand and No/100 Dollars (\$10,950,000.00) (the "Loan"), Mortgagor has executed and delivered to Lender (i) a Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated July 25, 2011, and

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recorded for the benefit of Lender, with the Recorder of Deeds of Cook County (the "**Recorder**") on September 26, 2011, as Document No. 1126910042 (as supplemented by that certain Supplement to Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement and Assignment of Rents and Leases dated October 17, 2011, and recorded with the Recorder on October 19, 2011, as Document No. 1129218060 (the "**Supplement**"), and as further modified, amended and/or restated from time to time, the "**Mortgage**"), which Mortgage encumbers the real property described on **Exhibit A** attached to the Mortgage, and (ii) an Assignment of Rents and Leases dated July 25, 2011, and recorded on September 26, 2011, with the Recorder as Document No. 1126910044 (as supplemented by the Supplement and as further modified, amended and/or restated from time to time, the "**Assignment of Rents**"), which Assignment of Rents encumbers the real property described on **Exhibit A** attached to the Assignment of Rents.

B. Borrowers have requested that Lender agree to increase the maximum principal amount of the Loan from Ten Million Nine Hundred Fifty Thousand and No/100 Dollars (\$10,950,000.00) to Eleven Million Seven Hundred Thousand and No/100 Dollars (\$11,700,000.00) (the "**Loan Amount Increase**").

C. Lender has agreed to consent to the Loan Amount Increase provided, among other things, Mortgagor enters into this Amendment which reflects the increase in the Loan Amount and the amount secured by the Mortgage and the Assignment of Rents.

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 maximum principal amount of the Loan is hereby increased from Ten Million Nine Hundred Fifty Thousand and No/100 Dollars (\$10,950,000.00) to Eleven Million Seven Hundred Thousand and No/100 Dollars (\$11,700,000.00). To reflect such modification:

- (a) Any and all references in the Mortgage and the Assignment of Rents to "Ten Million Nine Hundred Fifty Thousand and No/100 Dollars (\$10,950,000.00)" are hereby deleted and replaced with the amount "Eleven Million Seven Hundred Thousand and No/100 Dollars (\$11,700,000.00)."
- (b) The maximum lien amount contained in Section 3.18 of the Mortgage is hereby increased from "Fifty Four Million and No/100 Dollars (\$54,000,000.00)" to Fifty Five Million Five Hundred Thousand and No/100 Dollars (\$55,500,000.00)."

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

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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.

6. **Trustee Exculpation.** This Amendment is executed by Chicago Title Land Trust Company, not personally but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and such trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied, herein contained, or with regard to any warranty contained in this Amendment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, provided that nothing herein contained shall be construed in any way so as to affect impair the lien of this Amendment and the related Mortgage and Assignment of Rents or Lender's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Lender in any such foreclosure proceedings or other enforcement of the payment of the indebtedness secured hereby out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Lender under any other document or instrument evidencing, securing or guaranteeing the indebtedness secured hereby or against any other signatory of any of the Loan Documents (as defined in the Mortgage).

(signatures on following page)

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

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

CHICAGO TITLE LAND TRUST COMPANY,
an Illinois corporation, not personally but as Trustee
aforesaid

By: Mary M. Bray
Name: **MARY M. BRAY**
Its: **Trust Officer**

**JEAN L. JODOIN TRUST DATED
FEBRUARY 10, 2000**

By: _____
Name: Jean L. Jodoin
Its: Trustee and Sole Beneficiary

**CHRISTOPHER S. BARRY TRUST DATED
DECEMBER 6, 1999**

By: _____
Name: Christopher S. Barry
Its: Trustee and Sole Beneficiary

LENDER:

**ASSOCIATED BANK, NATIONAL
ASSOCIATION, a national banking association**

By: _____
Name: _____
Its: _____

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

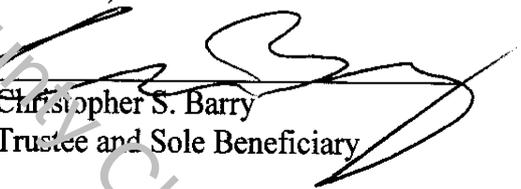
CHICAGO TITLE LAND TRUST COMPANY,
an Illinois corporation, not personally but as Trustee
aforesaid

By: _____
Name:
Its:

**JEAN L. JODOIN TRUST DATED
FEBRUARY 10, 2000**

By: 
Name: Jean L. Jodoin
Its: Trustee and Sole Beneficiary

**CHRISTOPHER S. BARRY TRUST DATED
DECEMBER 6, 1999**

By: 
Name: Christopher S. Barry
Its: Trustee and Sole Beneficiary

LENDER:

**ASSOCIATED BANK, NATIONAL
ASSOCIATION, a national banking association**

By: _____
Name: _____
Its: _____

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

CHICAGO TITLE LAND TRUST COMPANY,
an Illinois corporation, not personally but as Trustee
aforesaid

By: _____
Name:
Its:

**JEAN L. JODOIN TRUST DATED
FEBRUARY 10, 2000**

By: _____
Name: Jean L. Jodoin
Its: Trustee and Sole Beneficiary

**CHRISTOPHER S. BARRY TRUST DATED
DECEMBER 6, 1999**

By: _____
Name: Christopher S. Barry
Its: Trustee and Sole Beneficiary

LENDER:

**ASSOCIATED BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____
Name: Edward U. Notz, Jr.
Its: Senior Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Teri Engelling, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Jean L. Jodoin** personally known to me to be the **Trustee of The Jean L. Jodoin Trust dated February 10, 2000**, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as Trustee of the Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of January, 2012.



Teri Engelling
Notary Public

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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Teri Engelking, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Christopher S. Barry** personally known to me to be the **Trustee of The Christopher S. Barry Trust dated December 6, 1999**, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as Trustee of the Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of January, 2012.



Teri Engelking
Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, Sherry Farrar a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward Notz personally known to me to be the SVP of **Chicago Title Land Trust Company**, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he has signed and delivered the said instrument as his/her free and voluntary act as aforesaid in his/her capacity as SVP of the company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of January, 2012.



Sherry Farrar
Notary Public

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EXHIBIT A –LEGAL DESCRIPTION

Parcel 1:

The West 1.14 feet of said Lot 7 and Lots 8 through 13 inclusive in Block 8 in Butler, Wright and Webster's Addition to Chicago in the Southwest Quarter of the Northeast Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Parking Spaces P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-29, P-30, P-31, P-32, P-33, P-35, P-36, P-37, P-38, P-39, P-40, P-41, P-42, P-43, P-44, P-45, P-46, P-47, P-48, P-49, P-57, P-58, P-59, P-60, P-61 and P-62 in the Silver Tower Chicago Condominiums, as delineated and defined on the plat of survey of part of the following described parcel of real estate:

Lots 1 to 6 inclusive, and Lot 7 (except the West 1.14 feet of said Lot 7) in Block 8 in Butler, Wright and Webster's Addition to Chicago in the Southwest Quarter of the Northeast Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Exhibit B to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Silver Tower Chicago Condominiums recorded July 1, 2009 as document number 0918231049, as amended from time to time, together with their undivided percentage interest in the common elements.

Parcel 3:

Non-exclusive easements appurtenant to and for the benefit of Parcel 2 as created by the Declaration of Covenants, Conditions, Restrictions and Easements recorded July 1, 2009 as document number 0918231048, as more particularly described and defined therein.

Tax Parcel Numbers:

17-09-236-001-0000 (Part of Parcel 1)
17-09-236-028-0000 (Part of Parcel 1)

The following numbers affect Parcel 2:

17-09-236-030-1232 (P-3),	17-09-236-030-1264 (P-35),
17-09-236-030-1233 (P-4),	17-09-236-030-1265 (P-36),
17-09-236-030-1234 (P-5),	17-09-236-030-1266 (P-37),
17-09-236-030-1235 (P-6),	17-09-236-030-1267 (P-38),
17-09-236-030-1236 (P-7),	17-09-236-030-1268 (P-39),
17-09-236-030-1237 (P-8),	17-09-236-030-1269 (P-40),
17-09-236-030-1238 (P-9),	17-09-236-030-1270 (P-41),
17-09-236-030-1242 (P-13),	17-09-236-030-1271 (P-42),
17-09-236-030-1243 (P-14),	17-09-236-030-1272 (P-43),
17-09-236-030-1244 (P-15),	17-09-236-030-1273 (P-44),
17-09-236-030-1245 (P-16),	17-09-236-030-1274 (P-45),
17-09-236-030-1246 (P-17),	17-09-236-030-1275 (P-46),

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17-09-236-030-1247 (P-18),	17-09-236-030-1276 (P-47),
17-09-236-030-1248 (P-19),	17-09-236-030-1277 (P-48),
17-09-236-030-1249 (P-20),	17-09-236-030-1278 (P-49),
17-09-236-030-1250 (P-21),	17-09-236-030-1286 (P-57),
17-09-236-030-1258 (P-29),	17-09-236-030-1287 (P-58),
17-09-236-030-1259 (P-30),	17-09-236-030-1288 (P-59),
17-09-236-030-1260 (P-31),	17-09-236-030-1289 (P-60),
17-09-236-030-1261 (P-32),	17-09-236-030-1290 (P-61) and
17-09-236-030-1262 (P-33),	17-09-236-030-1291 (P-62).

Property Address: 303, 325 and 333 W. Ohio Street, Chicago, IL 60654

Property of Cook County Clerk's Office