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Doc#: 1209444110 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/03/2012 04:20 PM Pg: 1 of 6

PREPARED BY AND WHEN RECORDED RETURN TO:

Fox, Hefter, Swibel, Levin & Carroll, LLP
200 W. Madison Street, Suite 3000
Chicago, Illinois 60606
Attn: Joseph C. Huntzicker

(Space Above For Recording Use)

Parcel Identification Number(s): See Exhibit A

AMENDMENT TO MORTGAGE

THE PARTIES TO THIS AMENDMENT TO MORTGAGE ("**Amendment**"), made as of March 30, 2012, are 1655-57 WRIGHTWOOD, L.L.C., an Illinois limited liability company having an address at 2636 N. Lincoln Ave, Chicago, Illinois 60614 (the "**Borrower**" or "**Mortgagor**"), and STATE BANK OF ILLINOIS, having an address at 1140 W. Spring Street, South Elgin, Illinois 60177 (the "**Lender**" or "**Mortgagee**").

RECITALS

- A. Pursuant to the Loan Agreement dated as of July 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") between Lender and Borrower, Lender agreed to make the following loans to Borrower: (i) the loan in the original principal sum of ONE MILLION ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,100,000.00) (the "**Loan A**"), and (ii) the loan in the original principal sum of SEVEN HUNDRED THOUSAND AND NO/100THS DOLLARS (\$700,000.00) (the "**Loan B**"). Loan A and Loan B are each sometimes hereinafter referred to individually as a "**Loan**" and collectively as the "**Loans**".
- B. The Loan A is evidenced by the Term A Promissory Note dated as of July 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**A Note**") executed by

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Borrower in favor of Lender in the original principal amount of ONE MILLION ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,100,000.00). The Loan B is evidenced by the Term B Promissory Note dated as of July 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**B Note**") executed by Borrower in favor of Lender in the original principal amount of SEVEN HUNDRED THOUSAND AND NO/100THS DOLLARS (\$700,000.00). The A Note and the B Note are each sometimes hereinafter referred to individually as a "**Note**" and collectively as the "**Notes**".

- C. The Loans are secured by, among other agreements, (i) the Mortgage With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 23, 2010 executed by Borrower in favor of Lender and recorded on August 3, 2010 with the Cook County Recorder of Deeds as Document No. 1021533026 (as amended, restated, supplemented or otherwise modified from time to time, the "**Mortgage**"); and (ii) certain other Loan Documents (as defined in the Loan Agreement) and Other Related Documents (as defined in the Loan Agreement).
- D. The parties desire to enter into this Amendment to amend the Mortgage in certain respects, as more particularly set forth below.
- E. The property subject to the Mortgage is legally described in Exhibit A attached hereto and made part hereof (the "**Property**").

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Amendment by reference as if fully set forth in this Section 1.

2. **Defined Terms.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Mortgage.

3. **Amendments to the Mortgage.** The Mortgage is hereby amended to specify the following, each of which is incorporated into the Mortgage as if originally set forth therein:

(a) The maturity date of the A Note and the B Note is February 1, 2015, which such maturity date (i) is subject to acceleration in accordance with the Loan Documents, and (ii) may be extended, amended, renewed or otherwise modified from time to time. The Mortgage shall remain in full force and effect before and after the maturity date and until the Loans are repaid in full in accordance with Section 1.5 of the Loan Agreement.

(b) As of the date of this Amendment, the unpaid principal balance of the A Note from day to day outstanding, which is not past due, shall bear interest at a fixed rate per annum equal to five and seventy-five hundredth percent (5.75%) (the "**A Note Rate**"), which A Note Rate is subject to amendment or modification by the parties from time to time.

(c) As of the date of this Amendment, the unpaid principal balance of the B Note from day to day outstanding, which is not past due, shall bear interest at a fluctuating rate (the "**B Note Rate**") per annum equal to the Prime Rate. The term "**Prime Rate**" means, on any day, the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein

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reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported. Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by Lender to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that Lender may make various business or other loans at rates of interest having no relationship to such rate. Each time the Prime Rate changes, the per annum rate of interest on the B Note shall automatically change immediately and contemporaneously with such change in the Prime Rate, without notice to Borrower or anyone else.

4. **Miscellaneous.**

(a) **Captions.** Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) **Governing Law.** This Amendment shall be a contract made under and governed by the internal laws of the State of Illinois.

(c) **Successors and Assigns.** This Amendment shall be binding upon and shall inure to the sole benefit of Borrower and Lender and their respective successors and assigns.

(d) **References.** Any reference to the Loan Documents and Other Related Documents contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require.

(e) **Construction.** Borrower acknowledges that it has been represented by its own legal counsel in connection with this Amendment, that it has exercised independent judgment with respect to this Amendment, and that it has not relied on the Lender's counsel for any advice with respect to this Amendment.

(f) **Counterparts.** This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. This Amendment may be executed by virtue of transmission of facsimile signature pages, each of which shall for all purposes be deemed as fully effective as the original thereof.

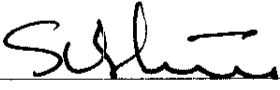
[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year set forth above.

"BORROWER"


1655-57 WRIGHTWOOD, L.L.C., an Illinois limited liability company

By: 
Name: Stephen Steers
Title: Manager

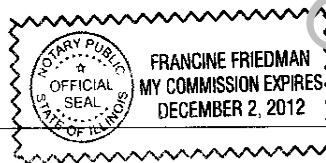
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stephen Steers, a Manager of 1655-57 Wrightwood, L.L.C., an Illinois limited liability company acting in its capacity as Manager, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such Manager of said company acting in its capacity as Manager of the Borrower, as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of March, 2012.


NOTARY PUBLIC

My Commission Expires: 12/2/12



Drafted By:

FOX, HEFTER, SWIBEL, LEVIN & CARROLL, LLP
200 West Madison Street, Suite 3000
Chicago, Illinois 60606
Attn: Joseph C. Huntzicker

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Exhibit A

LEGAL DESCRIPTION

All that certain real property located in the County of Cook, State of Illinois, described as follows:

UNIT NUMBERS 1W, 1E, 2W, 2E, 3W, AND 3E IN THE 1655-57 WRIGHTWOOD STREET CONDOMINIUMS, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 9 AND 10 IN BLOCK 3 IN FULLERTON'S SECOND ADDITION TO CHICAGO IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 9, 1998 AS DOCUMENT NO. 98022363, AS MAY BE AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Parcel Identification Numbers:

14-30-407-059-1001
14-30-407-059-1002
14-30-407-059-1003
14-30-407-059-1004
14-30-407-059-1005
14-30-407-059-1006

Property Address: 1655-1657 West Wrightwood Avenue, Chicago, Illinois 60614