SUNOFFICIAL COPY

40002595 1/2

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

Albert, Whitehead, P.C. 10 North Dearborn Street Suite 600 Chicago, Illinois 60602 Attn: Gregory C. Whitehead

Permanent Tax Index Number: 20-15-317-038-0000

Property Address: 6152 S. Martin Euther King Drive Chicago, Illinois



Doc#: 1226157253 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/17/2012 01:23 PM Pg: 1 of 7

FIRST AMENDMENT TO MORTCAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING dated as of September 7, 2012 (this "Amendment"), is executed by GR82B-6152 MLK, LLC, an Illinois limited liability company (the "Mortgagor"), to and for the benefit of THE PRIVATEBANK AND TRUST COMPANY, its successors and assigns (the "Lender").

RECITALS:

- A. Pursuant to a Promissory Note dated July 1, 2011 (see Lender loaned the Mortgagor the principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000) (the "Loan"). The Loan is secured by, inter alia, that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, Janed July 1, 2011 and recorded August 4, 2011 with the Cook County Recorder of Deeds as Document No. 1121642052 (the "Mortgage") encumbering the real estate described on Exhibit A attached hereto (the "Mortgage").
- B. Mortgagor has requested, and Lender has agreed to an extension of the maturity date of the Loan and a modification of the interest rate applicable thereto.

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

1226157253 Page: 2 of 7

UNOFFICIAL COPY

- 1. The Maturity Date of the Loan secured by the Mortgage is <u>September 7</u>, 2019
- 2. The interest rate on the Loan is a variable rate of LIBOR <u>plus</u> three percent (3.00%), as more specifically set forth in the Replacement Promissory Note made by Mortgagor and payable to Lender, dated as of even date herewith.
- 3. Mortgagor hereby remakes and re-affirms the covenants, representations and warranties contained in the Mortgage.
- 4. Except as hereby amended, the Mortgage remains in full effect, unaltered, unrepealed and unamended.
- 5. This Amendment may be executed in separate counterparts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

1226157253 Page: 3 of 7

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have executed and delivered this First Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing as of the date set forth above.

Mortgagor:
GR82B-6152 MLK, LLC, an Illinois limited liability company By: Name Daniel R. Bronson Title: Manager Mortgagee:
THE PRIVATEBANK AND TRUST COMPANY
By:

1226157253 Page: 4 of 7

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have executed and delivered this First Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing as of the date set forth above.

Mortgagor:
GR82B-6152 MLK, LLC, an Illinois limited liability company
By: Name:Danira R. Bronson Title: Managor Mortgagee:
THE PRIVATEBANK AND TRUST COMPANY
By: Pamela Daniels-Halist Its: Managing Director

1226157253 Page: 5 of 7

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK) SS.
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel R. Bronson, the Manager of GR82B-Properties, LLC, an Illinois limited liability company, which is the Manager of GR82B-6152 MLK, LLC, an Illinois limited liability company, who is 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 the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this day of September, 2012.
Notary Public "OFFICIAL SEAL" ROSLYN HAMER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/9/2012
STATE OF ILLINOIS) SS. COUNTY OF)
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that, the of PrivateBank and Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this day of September, 2012.
Notary Public My Commission Expires:

1226157253 Page: 6 of 7

UNOFFICIAL COPY

STATE OF ILLINOIS)) SS. COUNTY OF)
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel R. Bronson, the Manager of GR82B Properties, LLC, an Illinois limited liability company, which is the Manager of GR82B-6152 MLK, LLC, an Illinois limited liability company, who is 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 the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this day of September, 2012.
Notary Public My Commission Expires:
STATE OF ILLINOIS) SS. COUNTY OF) The undersigned, a Notary Public in and for the said County, in the State
COUNTY OF)
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Panil, the State aforesaid, DO HEREBY CERTIFY that Panil, the State of PrivateBank and Trust Company, who is personally known to the to be the same person whose name is subscribed to the foregoing instrument in such capacity appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this the day of September, 2012.
GIVEN under my nand and notarial seal this <u>IV7 V da</u> y of September, 2012.
OFFICIAL SEAL

STEPHANIE Y BROWNLEE

Notary Public

My Commission Expires:

1226157253 Page: 7 of 7

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

THE SOUTH 2 FEET AND 2 INCHES OF LOT 6, ALL OF LOTS 7 AND 8, AND LOT 9 (EXCEPT THE SOUTH 1¾ INCHES OF SAID LOT 9) IN BLOCK 1 IN ISAAC PFLAUM'S SUBDIVISION OF LOT 6 AND THAT PART OF LOT 12 LYING NORTH OF THE SOUTH LINE OF LOT 6 AFORESAID, (PRODUCED TO INDIANA AVENUE) IN WILSON, HEALD AND STEBBIN'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

20-15-317-038-0000

Address:

6152 South Martin Luther King Drive, Chicago, Illinois