



Doc#: 1236119009 Fee: \$46.00  
Karen A. Yarbrough RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/28/2012 08:59 AM Pg: 1 of 5

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**SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

This SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Agreement") is effective as of November 30, 2012, and is by and between 216 JAX LLC, a Michigan limited liability company, having an office at c/o The Farbman Group, 28400 Northwestern Highway, 4<sup>th</sup> Floor, Southfield, Michigan 48034 ("Mortgagor" or "Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, having an office at 125 N. Wacker Drive, Suite 1900, Chicago, Cook County, Illinois 60606 ("Lender"). Initially capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

**RECITALS**

- A. Lender and Borrower are parties to that certain Loan Agreement dated as of September 11, 2007, as amended by that certain First Amendment to Loan Documents ("First Amendment") effective as of September 11, 2010 (as so amended and as may be further amended, restated, extended, supplemented or modified from time to time, the "Loan Agreement"), whereby Lender made a loan to Borrower in the principal amount of up to \$19,250,000.00 (the "Loan"). The Property referred to in the Loan Agreement is described on Exhibit A attached hereto and made a part hereof.
- B. In connection with the transactions contemplated by the Loan Agreement, Borrower executed and delivered, or caused to be executed and delivered, to Lender certain other documents and instruments defined therein as, along with the Loan Agreement, the "Loan Documents", which Loan Documents include, without limitation, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of September 11, 2007, executed by Borrower, in favor of Lender and recorded with the Cook County Recorder of Deeds, Cook County, Illinois on September 14, 2007 as Document Number 0725710106, Security Agreement and Fixture Filing, effective as of September 11, 2010 and recorded with the Recorder on October 12, 2010 as Document Number 1028504040 (as so amended and as may be further amended, restated, extended, supplemented or modified from time to time, the "Mortgage").
- C. Lender and Borrower desire to (i) extend the Maturity Date of the Loan, and (ii) make certain other modifications to the Loan Documents and Other Related Documents, all as more particularly described in that certain Second Amendment to Loan Documents of even date

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Loan No. 104995

herewith being concurrently entered into by Borrower and Lender and acknowledged and consented to by the guarantors party thereto (as may be amended, restated, extended, supplemented or modified from time to time the "Second Amendment to Loan Documents").

NOW, THEREFORE, Borrower and Lender agree as follows:

1. **Maturity Date.** Pursuant to and as more particularly set forth in the Second Amendment to Loan Documents, the Maturity Date of the Loan is extended from November 30, 2012 to February 28, 2013. Therefore, any and all references in the Loan Documents and Other Related Documents to the Maturity Date or the term or maturity of the Loan or the Note, including, without limitation, the first "WHEREAS" clause of the Mortgage, shall be deemed to mean February 28, 2013. Without limiting the foregoing and notwithstanding anything which might be construed to the contrary contained in the Loan Documents or Other Related Documents, Mortgagor has no right or option to extend the Maturity Date or the term or maturity of the Loan or the Note beyond February 28, 2013, whether pursuant to the Loan Documents and Other Related Documents or otherwise.
2. **Interest Rate.** The parties hereby acknowledge that the unpaid principal balance of the Note from day to day outstanding which is not past due shall bear interest at a fluctuating rate of interest per annum equal to the sum of (a) two and one-half percent (2.50%), plus (b) the rate of interest, rounded upward to the nearest whole multiple of one-sixteenth of one percent (.0625%), that is quoted by Lender from time to time as the London InterBank Offered Rate for deposits in U.S. Dollars for a period of one (1) month, which rate is divided by one (1.00) minus the Reserve Percentage (as defined in the Note), all as more particularly described in the Note.
3. **Reference to Loan Documents.** All references in any of the Loan Documents or Other Related Documents to the Mortgage or to any of the other Loan Documents or Other Related Documents shall be deemed to be to such documents as amended hereby and by the Second Amendment to Loan Documents.
4. **Authority/Enforceability.** Borrower hereby represents that (x) it is authorized to execute, deliver and perform its obligations under this Agreement and the Loan Documents and Other Related Documents, and all such obligations are and shall remain valid and binding obligations of Borrower; and (y) the entities or persons executing this Agreement on behalf of Borrower are duly authorized to execute and deliver this Agreement.
5. **Non-Impairment.** Except as expressly provided herein, nothing in this Agreement shall alter or affect any provision, condition, or covenant contained in the Mortgage or any other Loan Document or any Other Related Document, or affect or impair any rights, powers, or remedies of Lender, it being the intent of the parties hereto that the provisions of the Mortgage, the other Loan Documents and Other Related Documents shall continue in full force and effect except as expressly modified hereby and by the Second Amendment to Loan Documents.
6. **Execution in Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. The delivery of such counterparts may be accomplished by facsimile or through a PDF transmission, via e-mail (provided that original counterparts are also delivered for recording purposes). Signatures sent by facsimile or e-mail shall be binding to the same extent as original signatures.

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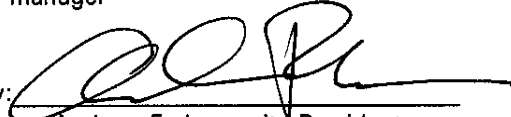
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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed by their respective duly authorized representatives as of the date first above written.

**MORTGAGOR:**

216 JAX LLC, a Michigan limited liability company

By: 216 Jax Manager, Inc., a Michigan corporation,  
its manager


By:   
Andrew Farbman, its President

STATE OF MI )  
COUNTY OF Macomb ) SS.

I, JUDITH SMITH, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Farbman, the President of 216 Jax Manager, Inc., a Michigan corporation, the manager of 216 Jax LLC, a Michigan limited liability company, the party to the foregoing instrument, 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/she signed and delivered said instrument as his/her own free and voluntary act on behalf of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of December, 2012.

(SEAL)

  
Notary Public  
My Commission Expires: 6-23-18

JUDITH M. SMITH  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Jun 23, 2018  
ACTING IN COUNTY OF Macomb



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## EXHIBIT A

### Legal Description

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Lots 18, 19, 20, 21, 22, 53, 54, 55, 56 and 57 in Block 92, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 216 West Jackson Boulevard, Chicago, Illinois

PIN No.: 17-16-219-008-0000