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This Instrument Prepared by
and After Recording Returned to:



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Doc#: 1315533094 Fee: \$50.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/04/2013 01:03 PM Pg: 1 of 7

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

AND

ASSIGNMENT OF RENTS AND LEASES

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 May 8, 2013, by and between LEXINGTON PLACE LLC, an Illinois limited liability company ("Borrower") 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 January 31, 2013, by and between Borrower and Lender (as it may be modified, amended and/or restated from time to time, the "Loan Agreement"), which Loan Agreement evidences a loan from Lender to Borrower in the original maximum principal amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (the "Loan"), Borrower has executed and delivered to Lender a Revolving Credit Note in the original maximum principal amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (as it may be modified, amended and/or restated from time to time, the "Note"), such Note being secured by, among other things, (a) a Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of January 31, 2013, and recorded for the benefit of Lender, with the Recorder of Deeds of Cook County (the "Recorder") on February 6, 2013, as Document No. 1303701033 (as it may be 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 (b) an Assignment of Rents and Leases dated as of January 31, 2013, and recorded on February 6, 2013, with the Recorder as Document No. 1303701034 (as it may be 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. Borrower's Affiliate (as defined in the Loan Agreement), Lexington Square Bridgeport II, LLC, an Illinois limited liability company, has requested that Lender agree to

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increase the maximum principal amount of the Related Loan (as defined in the Loan Agreement) by One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) to Four Million Seventy-Eight Thousand One Hundred Seventy-Six and 45/100 Dollars (\$4,078,176.45).

C. Lender has agreed to consent to the aforesaid increase of the Related Loan provided, among other things, Borrower enters into this Amendment which reflects the aforesaid increase in the amount of the Related Loan 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. Borrower and Lender acknowledge and agree that from and after the date hereof the maximum principal amount of the Related Loan has been increased to Four Million Seventy-Eight Thousand One Hundred Seventy-Six and 45/100 Dollars (\$4,078,176.45). To reflect such increase, any and all references in the Mortgage and Assignment of Rents to "Three Million Nine Hundred Twenty-Eight Thousand One Hundred Seventy-Six and 45/100 Dollars (\$3,928,176.45)" are hereby deleted and replaced with the amount "Four Million Seventy-Eight Thousand One Hundred Seventy-Six and 45/100 Dollars (\$4,078,176.45)." Borrower further acknowledges and agrees that the Mortgage and Assignment of Rents continue to secure the Related Loan, as amended.
3. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
4. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Borrower 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.

(signatures on following page)

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

BORROWER:

LEXINGTON PLACE LLC, an Illinois limited liability company

By: [Signature]
Name: Walter Mondetti
Its: Managing Member

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.

BORROWER:

LEXINGTON PLACE LLC, an Illinois limited liability company

By: _____
Name: _____
Its: _____

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: Michael McGovern
Name: Michael McGovern
Its: Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Karen E. Schell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne R. Moretti, personally known to me to be the Manager of Lexington Place LLC, an Illinois limited liability company, 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 the Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8 day of May, 2013.

Karen E. Schell
Notary Public



Notary Page to First Amendment to Construction Mortgage,
Assignment of Rents and Leases, Security Agreement and
Fixture Financing Statement
(Wayne R. Moretti)

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I Chester A. Rocadawson in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael McGovern, personally known to me as the Vice President of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as officer such of said entity, she signed and delivered the said instrument, and caused the seal of said entity to be affixed thereto, pursuant to authority given, as his/her 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 13 day of May, 2013.



[Signature]
Notary Public

My Commission Expires: 6/17/14

Notary Page to First Amendment to Construction Mortgage,
Assignment of Rents and Leases, Security Agreement and
Fixture Financing Statement
(Associated Bank)

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Lots 21 to 28 inclusive in Block 13 in Gage and others subdivision of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 5 (except the East 25.08 feet thereof) in the Subdivision of Lots 1 to 4 inclusive in Block 13 in Gage and others subdivision of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN NOS.: 17-32-416-022-0000; and 17-32-416-029-0000

COMMON ADDRESS: Southeast corner of W. 37th Place and Lituanica, Chicago, Illinois

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