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RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/23/2013 10:58 AM Pg: 1 of 8

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**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Miller, Canfield, Paddock & Stone, PLC,
225 West Washington, Suite 2600
Chicago, Illinois 60606
Attn: Joseph C. Huntzicker
Loan No. 104602

(Space Above For Recording Use)

Parcel Identification Number(s): See Exhibit A



AMENDMENT TO MORTGAGE AND PARTIAL RELEASE

THE PARTIES TO THIS AMENDMENT TO MORTGAGE AND PARTIAL RELEASE (this "Amendment"), made as of August 29, 2013, are WELLS FARGO BANK, NATIONAL ASSOCIATION, whose address is 123 North Wacker Drive, Suite 1900, Chicago, Illinois 60606 (the "Lender" or "Mortgagee"), LAURA LLAMEDO, a natural person ("Laura Llamedo"), and ROGELIO LLAMEDO, a natural person ("Rogelio Llamedo", and together with Laura Llamedo on a joint and several basis, the "Borrower" or "Mortgagor"), whose address is 2452 W. Bernice, Chicago, Illinois 60622.

Box 400-CTCC

Loan No. 104602

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RECITALS

- A. Pursuant to the Loan Agreement dated as of May 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") by and among Lender, 824 N MARSHFIELD LLC, an Illinois limited liability company ("**Marshfield**"), and 825 N. PAULINA, LLC, an Illinois limited liability company ("**Paulina**"); and together with Marshfield on a joint and several basis, "**Original Borrower**", Lender agreed to make a loan (the "**Loan**") to Original Borrower in the original principal amount up to Four Million One Hundred Seventy-Five Thousand Dollars (\$4,175,000.00). The Loan was evidenced by the Secured Promissory Note dated as of May 24, 2007 (the "**Original Note**") executed by Original Borrower in favor of Lender in the original principal amount of Four Million One Hundred Seventy-Five Thousand Dollars (\$4,175,000.00).
- B. The Loan is secured or supported by (i) the Mortgage With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, restated, supplemented or otherwise modified from time to time, the "**Mortgage**") dated May 24, 2007, recorded May 30, 2007 as Document No. 0715002326 with the Cook County Recorder of Deeds, from Original Borrower to Lender; (ii) certain UCC financing statements filed against Borrower (the "**UCC Statements**") in favor of Lender; and (iii) certain other Loan Documents (as defined in the Loan Agreement) and Other Related Documents (as defined in the Loan Agreement).
- C. Original Borrower and Lender executed the First Modification Agreement dated March 27, 2008 to, among other things, extend the term of the Loan (the "**First Modification**").
- D. Original Borrower and Lender executed the Second Modification Agreement dated June 26, 2008 to, among other things, extend the term of the Loan (the "**Second Modification**").
- E. Subsequent to the date of the Second Modification and prior to the date of the Third Modification, Original Borrower conveyed fee title to the Property to Borrower.
- F. Borrower, Original Borrower and Lender executed the Assumption Agreement, Second Amendment to Mortgage and Third Amendment to Loan Documents dated July 6, 2009 but effective as of June 1, 2009, pursuant to which (i) Original Borrower assigned to Borrower, and Borrower assumed, all of Original Borrower's rights, obligations, duties, covenants, responsibilities, interests and other liabilities under the Loan and the Loan Agreement, the Note, the Mortgage and the other Loan Documents, (ii) the parties modified the Loan (a) to extend the Maturity Date until June 1, 2011 and (b) as further described therein and (iii) the parties made such other agreements as described therein (the "**Third Modification**").
- G. In connection with the Third Modification, Borrower executed (i) the First Amended and Restated Promissory Note Secured by Mortgage dated July 6, 2009 but effective as of June 1, 2009 in favor of Lender in the original principal amount of Two Million Dollars (\$2,000,000.00) (as amended, restated, supplemented or otherwise modified from time to time, the "**Note**"), which Note amended and restated the Original Note in its entirety and (ii) the First Amended and Restated Hazardous Materials Indemnity Agreement date July 6, 2009 in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "**Indemnity**").

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- H. Borrower and Lender executed the Fourth Modification Agreement dated June 1, 2011, pursuant to which the parties modified the Loan (i) to extend the Maturity Date until June 1, 2013 and (ii) as further described therein (the "**Fourth Modification**").
- I. Borrower and Lender executed the Fifth Modification Agreement dated July 1, 2013 but effective as of June 1, 2013, pursuant to which the parties modified the Loan (i) to extend the Maturity Date until September 1, 2013 and (ii) as further described therein (the "**Fifth Modification**").
- J. Concurrent with this Amendment, the parties executed the Sixth Modification Agreement, which modifies the Loan and related documents as described therein.
- K. The parties desire to enter into this Amendment to amend the Mortgage in certain respects, as more particularly set forth below.
- L. 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 as follows:

(a) The "Maturity Date" of the Loan has been extended to September 1, 2014. The Mortgage shall remain in full force and effect before and after the maturity date and until the Loan is repaid in full in accordance with Section 2.8 of the Loan Agreement.

(b) Exhibit A of the Mortgage is hereby amended, restated and replaced by the Exhibit A attached hereto.

4. **Partial Release.** The parties hereby acknowledge and agree as follows:

(a) All references to the defined term "Property" shall mean the real property described on Exhibit A attached hereto and all improvements now or hereafter existing thereon. The real property described on Exhibit A attached hereto is also referred to herein as the "**Retained Property**". The real property described on Exhibit B attached hereto herein is referred to as the "**Release Property**".

(b) Lender hereby releases the Release Property from the lien of the Mortgage. In all events the release of the Release Property shall be effective solely with respect to the Release Property, and without limitation, the Retained Property shall remain collateral for the Loan and subject to the Mortgage and the other Loan Documents, and Lender's lien and security interest in and to the Retained Property shall continue to be held by Lender under the terms of said Mortgage and the other Loan

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Documents. The foregoing release shall not impair, alter, diminish or affect any lien, security interest, or any rights or remedies of Lender with respect to the Retained Property.

5. **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 to Mortgage as of the day and year set forth above.

“BORROWER”

LAURA LLAMEDO

Laura L Llamedo
Laura Llamedo

STATE OF IL
COUNTY OF COOK ss.

The foregoing instrument was acknowledged before me this 27th day of August, 2013, by Laura Llamedo, on behalf of herself.

WITNESS my hand and official seal

My commission expires 03-08-2017.

Denise Ponce de Leon
Notary Public

“BORROWER”

ROGELIO LLAMEDO

Rogelio Llamedo
Rogelio Llamedo

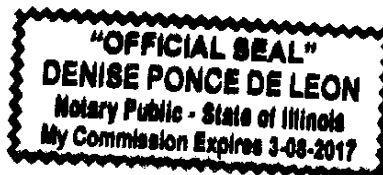
STATE OF IL
COUNTY OF COOK ss.

The foregoing instrument was acknowledged before me this 27th day of August, 2013, by Rogelio Llamedo, on behalf of himself.

WITNESS my hand and official seal

My commission expires 03-08-2017.


Denise Ponce de Leon
Notary Public



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"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
 Name: Aaron H. Winkler
 Title: SVP

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Kathy B. Pekal, a Notary Public, do hereby certify that Aaron Winkler personally known to me to be the SVP of WELLS FARGO BANK, NATIONAL 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 he/she signed and delivered the said instrument, pursuant to authority, as a free and voluntary act of WELLS FARGO BANK, NATIONAL ASSOCIATION for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of August, 2013.



Kathy B. Pekal
 Notary Public

My Commission Expires.

5-4-15

Drafted By:

Miller, Canfield, Paddock & Stone, PLC,
 225 West Washington, Suite 2600
 Chicago, Illinois 60606
 Attn: Joseph C. Huntzicker

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Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

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

THAT PART OF LOTS 13, 14, 15 AND THE VACATED ALLEY (VACATED BY ORDINANCE PASSED JULY 9, 1958 AND RECORDED OCTOBER 2, 1958 AS DOCUMENT NUMBER 17335500) IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF N. PAULINA STREET, ALSO BEING THE WEST LINE OF LOTS 12, 14 AND 15, 130.30 FEET AS MEASURED (136.00 FEET AS RECORDED) TO A POINT 14.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 13; THENCE NORTH 89 DEGREES 42 MINUTES 44 SECONDS EAST, ALONG A LINE 14.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 13, ALSO BEING THE SOUTH LINE OF PUBLIC ALLEY, 136.36 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE SOUTH 00 DEGREES 12 MINUTES 24 SECONDS EAST ALONG SAID CENTER LINE OF THE VACATED ALLEY, 88.10 FEET TO A POINT; THENCE NORTH 89 DEGREES 42 MINUTES 44 SECONDS EAST, ALONG A LINE PARALLEL WITH THE SAID LINE 14.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 13, ALSO BEING THE SOUTH LINE OF THE PUBLIC ALLEY, 4.64 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 24 SECONDS EAST, AND ALONG A LINE PARALLEL WITH THE SAID WEST RIGHT OF WAY LINE OF NORTH PAULINA STREET, 42.53 FEET, TO A POINT ON THE NORTH LINE OF PUBLIC ALLEY AS STAKED AND OCCUPIED; THENCE SOUTH 89 DEGREES 51 MINUTES 20 SECONDS WEST ALONG SAID SOUTH LINE 131.72 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS: 824 N. PAULINA STREET, CHICAGO, ILLINOIS 60622

Parcel No.: 17-06-439-025-0000

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Exhibit B

LEGAL DESCRIPTION OF THE RELEASE PROPERTY

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

LOTS 6, 7, 14, 15 AND LOT 8 (EXCEPT THE NORTH 14.00 FEET THEREOF) AND LOT 13 (EXCEPT THE NORTH 14.00 FEET THEREOF); TOGETHER WITH ALL THAT PART OF THE NORTH AND SOUTH VACATED PUBLIC ALLEY, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 6 TO 8, BOTH INCLUSIVE; LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 13 TO 15, BOTH INCLUSIVE; LYING SOUTH OF AND ADJOINING A LINE 14.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 8 PRODUCED WEST, 12.00 FEET AND LYING NORTH OF AND ADJOINING THE SOUTH LINE OF LOT 6 PRODUCED WEST, 12.00 FEET, ALL IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LESS AND EXCLUDING THEREFROM THE FOLLOWING REAL PROPERTY (THE "RETAINED PROPERTY"):

THAT PART OF LOTS 13, 14, 15 AND THE VACATED ALLEY (VACATED BY ORDINANCE PASSED JULY 9, 1958 AND RECORDED OCTOBER 2, 1958 AS DOCUMENT NUMBER 17335500) IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF N. PAULINA STREET, ALSO BEING THE WEST LINE OF LOTS 13, 14 AND 15, 130.30 FEET AS MEASURED (136.00 FEET AS RECORDED) TO A POINT 14.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 13; THENCE NORTH 89 DEGREES 42 MINUTES 44 SECONDS EAST, ALONG A LINE 14.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 13, ALSO BEING THE SOUTH LINE OF PUBLIC ALLEY, 136.36 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE SOUTH 00 DEGREES 12 MINUTES 24 SECONDS EAST ALONG SAID CENTER LINE OF THE VACATED ALLEY, 88.10 FEET TO A POINT; THENCE NORTH 89 DEGREES 42 MINUTES 44 SECONDS EAST, ALONG A LINE PARALLEL WITH THE SAID LINE 14.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 13, ALSO BEING THE SOUTH LINE OF THE PUBLIC ALLEY, 4.64 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 24 SECONDS EAST, AND ALONG A LINE PARALLEL WITH THE SAID WEST RIGHT OF WAY LINE OF NORTH PAULINA STREET, 42.53 FEET, TO A POINT ON THE NORTH LINE OF PUBLIC ALLEY AS STAKED AND OCCUPIED; THENCE SOUTH 89 DEGREES 51 MINUTES 20 SECONDS WEST ALONG SAID SOUTH LINE 131.72 FEET TO THE POINT OF BEGINNING.

FOR AVOIDANCE OF DOUBT, THE RETAINED PROPERTY IS NOT RELEASED FROM AND REMAINS SUBJECT TO THE MORTGAGE IN ALL RESPECTS.

THE RELEASE PROPERTY IS COMMONLY KNOWN AS: 824 N. MARSHFIELD STREET,
CHICAGO, ILLINOIS 60622

Parcel No.: 17-06-439-026-0000

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