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This Instrument Prepared by
and After Recording Returned to:



Daniel Kohn, Esq.
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Chicago, Illinois 60603

Doc#: 1329133090 Fee: \$52.00
RHSP Fee: \$9.00 RPAF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/18/2013 01:08 PM Pg: 1 of 8

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

AND

ASSIGNMENT OF RENTS AND LEASES

THIS SECOND 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 September 24, 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, (i) 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 modified by that certain First Amendment to Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement and Assignment of Rents and Leases dated as of May 8, 2013, by and between Borrower and Lender, and recorded with the Recorder on June 4, 2013, as Document No. 1315533094 [the "First Amendment to Mortgage and Assignment of Rents"], and as it may be further 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 (ii) an Assignment of Rents and Leases dated as of January 31,

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2013, and recorded with the Recorder on February 6, 2013, as Document No. 1303701034 (as it has been modified by the First Amendment to Mortgage and Assignment of Rents, and as it may be further 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 has requested that Lender agree to (i) increase the maximum principal amount of the Note and the Loan from Eight Hundred Thousand and No/100 Dollars (\$800,000.00), to One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00), and (ii) eliminate the cross-collateralization and cross-default of the Loan with the Related Loan (as defined in the Mortgage).

C. Lender has agreed to consent to the aforesaid increase in the amount of the Note and the Loan and the elimination of the cross-collateralization and cross-default of the Loan with the Related Loan provided, among other things, that Borrower enters into this Amendment which reflects the aforesaid increase in the amount of the Note and Loan, the aforesaid elimination of the cross-default and the cross-collateralization, and related modifications to the amount secured by the Mortgage.

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 Note and the Loan is hereby increased from Eight Hundred Thousand and No/100 Dollars (\$800,000.00), to One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00). To reflect such modification:

- (a) Any and all references in the Mortgage and the Assignment of Rents to the amount "Eight Hundred Thousand and No/100 Dollars (\$800,000.00)" are hereby deleted and replaced with the amount "One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00)"; and
- (b) The maximum lien amount contained in **Section 3.18** of the Mortgage is hereby decreased from Nine Million Four Hundred Fifty-Six Thousand Three Hundred Fifty-Two and 90/100 Dollars (\$9,456,352.90) to "Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00)."

3. Borrower and Lender acknowledge and agree that the Loan is no longer cross-collateralized or cross-defaulted with the Related Loan. To reflect such modification:

- (a) The first paragraph of **Article II – THE GRANT** of the Mortgage is hereby deleted in its entirety and replaced with the following:

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“**NOW, THEREFORE**, to secure the payment of the principal amount of the Note and interest thereon (at variable rates and as otherwise provided therein) and all fees and premiums, if any, thereon, and all other sums due thereunder or advanced by Lender in accordance with the Loan Documents and all costs and expenses incurred by Lender in connection with any of the Loan Documents and the reimbursement to Lender for any amounts advanced pursuant to any letters of credit issued pursuant to the Loan Documents, if any, or any fees or charges associated with any such letters of credit (all such obligations and payments are sometimes referred to herein as the “**indebtedness secured hereby**”), and to secure any and all obligations, contingent or otherwise, whether now existing or hereafter arising of Borrower to Lender, and to secure the observance and performance of the agreements contained herein, contained in the other Loan Documents, Borrower hereby **GRANTS, ASSIGNS, REMISES, RELEASES, WARRANTS, BARGAINS, SELLS, CONVEYS, and MORTGAGES** to Lender, its successors and its assigns, forever all of Borrower’s estate, right, title and interest, whether now or hereafter acquired, in and to the Premises, together with the following described property, whether now or hereafter acquired (the Premises, together with a security interest in and a lien on the following described property being hereinafter referred to collectively as the “**Mortgaged Property**”), all of which other property is hereby pledged on a parity with the Premises and not secondarily.” and

(b) **Section 4.1(e)** of the Mortgage is hereby deleted in its entirety.

4. Borrower and Lender agree that notwithstanding anything to the contrary contained in the Mortgage and the Assignment of Rents, from and after the date hereof, the address for Lender (a) for Fixture Financing Statement purposes and (b) for notice purposes, shall be:

Associated Bank, National Association
 Commercial Real Estate Department
 525 West Monroe Street
 24th Floor
 Chicago, Illinois 60661
 Attention: Michael McGovern

5. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6. 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.

7. 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.

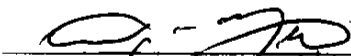
(signatures on following page)

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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: 
Name: Wayne Moretti
Its: Manager

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: Via President

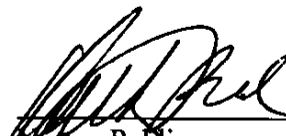
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kathy Brush, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne 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 24 day of September, 2013.



Notary Public



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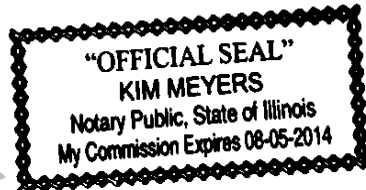
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I Kim Meyers, 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, he 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 10th day of September, 2013.

Kim Meyers
Notary Public

My Commission Expires: 8-5-14



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STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 21 TO 28 INCLUSIVE IN BLOCK 13 IN GAGE AND OTHERS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 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 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Corner of Litchfield Ave & 37th St
Chip Ill 60609

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