

RECORDING REQUESTED BY
UNION BANK, N.A.

AND WHEN RECORDED, MAIL TO:

UNION BANK, N.A.
Attn: Rebecca Weeks
3151 East Imperial Highway, 1st Floor
Brea, CA 92821

8847794

Space Above This Line for Recorder's Use

**SECOND MODIFICATION AGREEMENT
(SHORT FORM)**

Date: April 16, 2014

RECITALS

The undersigned agree that the certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing securing the same executed by AS RIVERSIDE II, LLC, a California limited liability company as Mortgagor and recorded on November 27, 2013, as Document Number 1333157108 in Recorder of Deeds, County of Cook, State of Illinois (the "County Recorder"), as amended by that certain Modification Agreement (Short Form) between the undersigned, dated December 17, 2013, and recorded on January 8, 2014, as Document Number 1400808117 in the County Recorder (collectively the "Mortgage"), be and is amended upon the terms and conditions set forth in that certain Modification Agreement and Second Amendment to Environmental Compliance Agreement between the undersigned, the Co-Borrowers and Indemnitor party thereto, dated April 16, 2014 ("Second Modification Agreement").

The Second Modification Agreement is by this reference incorporated herein and made a part hereof. The Mortgage affects that certain real property described in Exhibit "A" attached hereto and incorporated by this reference.

MODIFICATION OF MORTGAGE

It is further agreed that said Mortgage shall be and is hereby amended and modified as follows:

1. Section 2.1 of the Mortgage is amended and restated in its entirety as follows:

"2.1 Payment of all sums at any time owing and the performance of all other obligations arising under (i) that certain Promissory Note Secured by Deed of Trust in the original principal amount of Five Hundred Three Thousand Seven Hundred Fifty Dollars (\$503,750) dated November 6, 2013 executed by AS Riverside IL, LLC, a California limited liability company, (ii) that certain Promissory Note Secured by Deed of Trust in the original principal amount of Four Hundred Forty-Two Thousand Dollars (\$442,000) dated November 6, 2013 executed by Mont Florida, LLC, a Florida limited liability company, (iii) that certain Promissory Note Secured by Deed of Trust in the original principal amount of One Million One Hundred Seventy Thousand Dollars (\$1,170,000) dated November 6, 2013 executed by Seazona Properties, Ltd., a California limited partnership ("Seazona Properties"), (iv) that certain Promissory Note Secured by Deed of Trust in the original principal amount of Four Million Two Hundred Thirty-One Thousand Five Hundred Dollars (\$4,231,500) dated November 6, 2013 executed by Seazona Properties and Victoria Land Partners, L.P., a California limited partnership ("Victoria Land Partners"), (v) that certain Promissory Note Secured by Deed of Trust in the original principal amount of Eight Hundred Twenty-Eight Thousand Seven Hundred Fifty Dollars (\$828,750)

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dated November 6, 2013 executed by Convoy Crossroads, Ltd., a California limited partnership ("Convoy Crossroads"), (vi) that certain Promissory Note Secured by Deed of Trust in the original principal amount of One Million Two Hundred Eighteen Thousand Seven Hundred Fifty Dollars (\$1,218,750) dated November 6, 2013 executed by Convoy Crossroads, (vii) that certain Promissory Note Secured by Deed of Trust in the original principal amount of Seven Hundred Fifteen Thousand Dollars (\$750,000) dated November 6, 2013 executed by the Brian C. Malk Trust dated February 3, 1981 (the "Malk Trust"), (viii) that certain Promissory Note Secured by Deed of Trust in the original principal amount of Five Hundred Forty-Two Thousand Seven Hundred Nine Dollars (\$542,709) dated November 6, 2013 executed by the Malk Trust, (ix) that certain Promissory Note Secured by Deed of Trust in the original principal amount of One Million Seven Hundred Thirty-Two Thousand Two Hundred Fifty Dollars (\$1,732,250) dated November 6, 2013 executed by Victoria Land Partners, (x) that certain Promissory Note Secured by Deed of Trust in the original principal amount of Eight Hundred Seventy-Seven Thousand Five Hundred Dollars (\$877,500) dated November 6, 2013 executed by Granite Peak Property Investments, LP, a California limited partnership, (xi) that certain Promissory Note Secured by Deed of Trust in the original principal amount of One Million One Hundred Twenty-Two Thousand Four Hundred Twenty-One Dollars (\$1,122,421) dated December 17, 2013 executed by Ruffin Tech Center, Ltd., a California limited partnership ("Ruffin"), (xii) that certain Promissory Note Secured by Deed of Trust in the original principal amount of One Million Eight Hundred Ninety-One Thousand Five Hundred Dollars (\$1,891,500) dated December 17, 2013 executed by AZ Realty Property Holdings LLC, an Arizona limited liability company, and (xiii) that certain Promissory Note Secured by Deed of Trust in the original principal amount of One Million One Hundred Eighty Six Thousand Two Hundred Fifty Dollars (\$1,186,250) dated April 16, 2014 executed by Ruffin (all sources collectively referred to as "Obligor"), to the order or in favor of Beneficiary, and any and all modifications, replacements, extensions and renewals thereof (collectively, the "Debt Instrument"), whether hereafter evidenced by the Debt Instrument or otherwise which Debt Instrument bears interest at a variable rate;"

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Second Modification Agreement (Short Form) as of the date first written above.

MORTGAGOR

AS RIVERSIDE IL, LLC,
a California limited liability company

By: MNG Real Estate Investments, LLC,
a California limited liability company
Its Manager

By: 

David Trakman, Manager

[Seal]

BENEFICIARY:

UNION BANK, N.A.

By: _____
Name: Brian Roberts
Title: Vice President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Second Modification Agreement (Short Form) as of the date first written above.

MORTGAGOR

AS RIVERSIDE IL, LLC,
a California limited liability company

By: MNG Real Estate Investments, LLC,
a California limited liability company
Its Manager

By: _____
David Trakman, Manager

[Seal]

BENEFICIARY:

UNION BANK, N.A.

By: *Brian Roberts*
Name: Brian Roberts
Title: Vice President

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EXHIBIT "A" DESCRIPTION OF REAL PROPERTY

THIS EXHIBIT "A" IS ATTACHED TO THAT CERTAIN SECOND MODIFICATION AGREEMENT (SHORT FORM) DATED APRIL 16, 2014.

ASSESSOR'S PARCEL NUMBER(S) OF COLLATERAL PROPERTY:

15-25-402-003-0000

LEGAL DESCRIPTION:

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

THAT TRIANGULAR PIECE OF GROUND BOUNDED BY THE WEST LINE OF HARLEM AVENUE, (50 FEET WIDE) THE SOUTH LINE OF 26TH STREET (SAID SOUTH LINE OF 26TH STREET BEING ESTABLISHED IN CONDEMNATION CASE 35C17349) AND THE ILLINOIS CENTRAL RIGHT OF WAY IN BLOCK 1 IN CIRCUIT COURT PARTITION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID TRACT LYING WEST OF THE EAST 160 FEET MEASURED AT RIGHT ANGLES TO THE WEST LINE OF HARLEM AVENUE WHICH HAS BEEN HERETOFORE CONVERTED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS:

2600 S. Harlem Ave.
Riverside, IL 60546

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NOTARY ACKNOWLEDGMENT

State of California)
County of San Diego)

On April 16, 2014, before me, Francesca Marguerite Navarre
(insert name and title of the officer)

Notary Public, personally appeared David Trakman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
(his/her/their authorized capacity(ies), and that by (his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Francesca Marguerite Navarre (Seal)



State of California)
County of _____)

On _____, before me _____
(insert name and title of the officer)

Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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NOTARY ACKNOWLEDGMENT

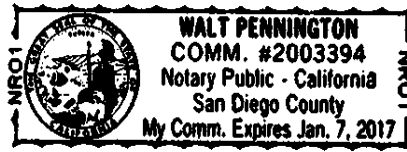
State of California)
County of San Diego)

On April 16, 2014, before me, Walt Pennington,
(insert name and title of the officer)

Notary Public, personally appeared Brian Roberts,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Walt Pennington

(Seal)

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)