

# UNOFFICIAL COPY

This document was prepared by,  
and after recording, return to:

Bronson & Kahn LLC  
150 North Wacker Drive, Suite 1400  
Chicago, Illinois 60606  
Attn: Marc W. O'Brien



Doc#: 1420916038 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/28/2014 11:41 AM Pg: 1 of 5

Property Address:

*ers use only.*

1529 N. Wieland  
Chicago, Illinois 60610

*CTT-20142475-MLAS87-10*

## MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING dated as of July 21, 2014 (this "Modification"), is executed by THE EIGHT LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagor"), to and for the benefit of THE PRIVATEBANK AND TRUST COMPANY, its successors and assigns (the "Lender").

### RECITALS

A. The Lender previously made a loan to Mortgagor: CHICAGO INVESTMENTS, L.P., an Illinois limited partnership ("CILP"), 1552-56 PARTNERS, L.P., an Illinois limited partnership, BERRIEN COUNTY L.P., a Delaware limited partnership, GREAT LAKES PROPERTIES L.P., an Illinois limited partnership, 1542-44 LLC, an Illinois limited liability company, PLAZA ONE RESTAURANT, INC., a Michigan corporation, PLAZA ONE STORAGE UNITS, INC., a Michigan corporation, O'BRIEN DEVELOPMENT CO., INC., a Michigan corporation, TPA 07-03 LLC, a Michigan limited liability company, MADO GROUP, INC., a Florida corporation, WHITTAKER WOODS GOLF CLUB, L.P., a Delaware limited partnership, NEW BUFFALO FAST FOOD, INC., a Michigan corporation, O'BRIEN INN, INC., a Michigan corporation, DOMINIC'S RESTAURANT, LLC, a Michigan limited liability company, CASINO PIZZERIA LLC, a Michigan limited liability company, WILSON ROAD, INC., a Michigan corporation, and WHEEL INN, INC., a Michigan corporation (collectively, "Borrower"), the original principal amount of \$10,700,000.00 (the "Loan"), as evidenced by that certain Secured Non-Revolver Promissory Note in such amount dated November 27, 2013 (the "Original Note") made by Borrower in favor of Lender.

B. The Original Note is secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 27,

*CTT-Box 374*

# UNOFFICIAL COPY

2013, and recorded with the Cook County Recorder of Deeds on December 23, 2013 as Document No. 1335744055 (the "Mortgage").

C. In accordance with the terms of the Original Note, Borrower has made prepayments of principal to reduce the outstanding principal balance of the Loan to \$9,200,000.

D. Borrower has requested that Lender advance Borrower the sum of \$430,000 in connection with CILP's acquisition of certain real property and Lender has agreed to do so.

E. A condition precedent to Lender's advance of additional sums to Borrower is the execution by Borrower of that certain Amended and Restated Secured Non-Revolving Promissory Note in the principal amount of \$9,600,000 to evidence the Loan (the "Amended and Restated Note") and the execution by Mortgagor of this Modification.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees as follows:

## A G R E E M E N T S:

1. Any references in the Mortgage to the Note shall mean the Amended and Restated Note, as amended, restated or replaced from time to time.

2. Section 37(j) of the Mortgage is modified to provide as follows:

"Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to \$20,000,000.00; provided, however, in no event shall the Lender be obligated to advance funds in excess of the face amount of the Note."

3. Except as provided herein, all terms and provisions of the Mortgage shall remain unmodified and in full force and effect, and shall be binding on the parties hereto, their successors and assigns.

*[Rest of page intentionally blank – signatures on following page.]*

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the Mortgagor and Lender have executed and delivered this Modification of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing the day and year first above written.

THE EIGHT LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: MMMD Investments, Inc., an Illinois  
corporation  
Its: General Partner

By: [Signature]  
Name: James West  
Title: President

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that James West, the president, of MMMD Investments, Inc., an Illinois corporation, the General Partner of THE EIGHT LIMITED PARTNERSHIP, an Illinois limited partnership, 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21<sup>ST</sup> day of July, 2014.

[Signature]  
Notary Public

My Commission Expires: 12/21/14



# UNOFFICIAL COPY

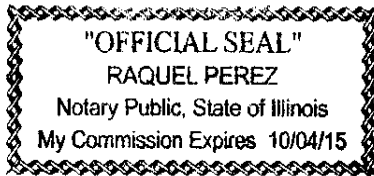
PRIVATEBANK AND TRUST COMPANY

By: [Signature]  
 Name: Winnie T. Hayden  
 Title: Managing Director

STATE OF ILLINOIS     )  
   ) ss:  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that: Winnie T. Hayden (name) Managing Director (title) of PRIVATEBANK AND TRUST AND COMPANY, personally known to me to be the same person whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ (title), appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said PRIVATEBANK AND TRUST COMPANY, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 21<sup>st</sup> DAY OF JULY, 2014.



[Signature]  
 Notary Public

Property Clerk's Office

# UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

THE WEST 1/2 OF LOT 1 IN THE COUNTY CLERK'S DIVISION OF LOT 126 AND THE EAST 1/2 OF LOT 125 (EXCEPT THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID LOT 125) IN BRONSON'S ADDITION TO CHICAGO, IN SECTION 4 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-04-2034010-0000

Address: 1529-31 N. Wiland  
Chicago, IL 60610