



1433810066

Doc#: 1433810066 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/04/2014 12:33 PM Pg: 1 of 8

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, Esq.

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Property Address:

1529 North Wieland
Chicago, Illinois 60610

WSA447338 MINOR

SECOND 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 November 25, 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 CHICAGO INVESTMENTS, L.P., an Illinois limited partnership, THE EIGHT, LIMITED PARTNERSHIP, an Illinois limited partnership, 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"), in the original principal amount of \$10,700,000.00 (the "Loan"), as evidenced by that certain Secured Non-Revolving Promissory Note in such amount dated November 27, 2013 made by Borrower in favor of Lender as amended by that certain Amended and Restated Secured Non-Revolving Promissory Note dated July 21, 2014 in the amount of \$9,600,000.00 (collectively, the "Original Note").

CTT- [Signature]

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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, 2013, and recorded with the Cook County Recorder of Deeds on December 23, 2013 as Document No. 1335744055 to and for the benefit of Lender, creating a first mortgage lien on certain real property legally described in Exhibit A attached hereto, as amended by that certain Modification of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated July 21, 2014 and recorded with the Cook County Recorder of Deeds on July 28, 2014 as Document No. 1420916038 (collectively, the "Original Mortgage").

C. Pursuant to that certain Second Loan Modification Agreement, of even date herewith, by and between Borrower and Lender (the "Second Loan Modification Agreement"), concurrently with the execution and delivery of this Modification, Borrower has executed and delivered to Lender that certain Second Amended and Restated Secured Non-Revolving Promissory Note (the "Second Amended Note"), in the original principal amount of \$7,980,000.00, which amends and restates in its entirety the Original Note.

D. Mortgagor and Lender desire to modify the Original Mortgage to reflect the agreements of Borrower and Lender set forth in the Second Loan Modification Agreement and the Second Amended Note. The Original Mortgage as modified by this Modification is sometimes referred to herein as the "Mortgage".

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

AGREEMENTS:

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

2. Modification of Maturity Date. The Maturity Date of the Second Amended Note has been changed to, and is, November 26, 2015.

3. Miscellaneous.

(a) This Modification may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document.

(b) This Modification shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Section captions and headings used in this Modification are for convenience only and are not part of and shall not affect the construction of this Modification.

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(d) This Modification shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Modification shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Modification shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Modification.

(e) From and after the date of execution of this Modification, any reference to the Mortgage contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Modification shall be deemed to include this Modification unless the context shall otherwise require.

(f) 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.]

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IN WITNESS WHEREOF, the Mortgagor and Lender have executed and delivered this Second 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

PRIVATEBANK AND TRUST COMPANY

By: [Signature]
Name: Vivonne T. Hendler
Title: Managing Director

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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that James West, the president, of MMDM 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 OFFICIAL SEAL, THIS 21st DAY OF NOVEMBER, 2014.



[Signature]
Notary Public

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: Jennifer Herpin (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 managing director (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 21st DAY OF NOVEMBER, 2014.



[Signature]
Notary Public

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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: 17-04-203-010-0000

Commonly known as: 1529-31 North Wieland, Chicago, Illinois 60610

Property of Cook County Clerk's Office