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Doc#: 1433810076 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/04/2014 12:38 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.

Property Address:

1552-56 North Wells
Chicago, Illinois 60610

WSA 447333 LNTDHL 10/2

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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 CHICAGO TITLE LAND TRUST COMPANY, not personally or individually, but solely as Trustee under Trust Agreement dated December 1, 1998 and known as Trust No. 1106643 (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

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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").

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. 1333810036 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. 1420915115 (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:

A G R E E M E N T S:

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.

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(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.

(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.

THIS MODIFICATION IS EXECUTED BY Chicago Title Land Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or enforceable against the Trustee in respect to the Mortgage, all such liability, if any, being expressly waived by each taker and holder of the Note secured hereby. Nothing herein contained shall modify or discharge the personal liability expressly assumed by any co-maker or guarantor or co-borrower of the obligation hereby secured.

Each original and successive holder of the Note accepts the same upon the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Mortgaged Premises, or the proceeds arising from the sale or other disposition thereof, but in case of default in the payment of this Note or under any of the terms and provisions of the Mortgage, the sole remedy of Mortgagee with respect to Mortgagor shall be by foreclosure of the Mortgage.



CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as Trustee as aforesaid

By: [Signature]
Name: Barriet Denisevicz
Title: Trust Officer

Attest: **ATTESTATION NOT REQUIRED
PURSUANT TO CORPORATE
BYLAWS**

Name: _____
Title: _____

PRIVATEBANK AND TRUST COMPANY

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

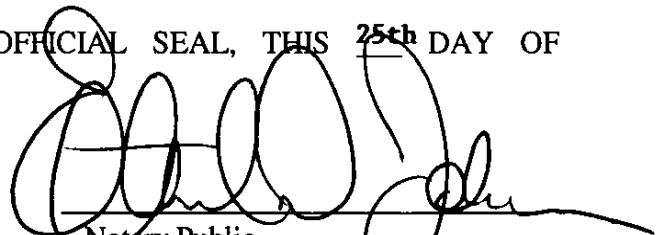
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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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: Harriet Denisevicz (name) Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and acknowledged that ~~he~~/she signed and delivered the said instrument as ~~his~~/her own free and voluntary acts, and as the free and voluntary act of said CHICAGO TITLE LAND TRUST COMPANY for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 25th DAY OF NOVEMBER, 2014.

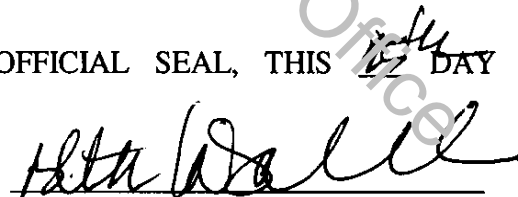

Notary Public
"OFFICIAL SEAL"
ETHEL D. JOHNSON
Notary Public, State of Illinois
My Commission Expires 04/24/16

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: Jeanne 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 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 15th DAY OF NOVEMBER, 2014.

"OFFICIAL SEAL"
Beth LaSalle
Notary Public, State of Illinois
My Commission Expires 2/26/2017


Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

THE 21 FEET NORTH AND ADJOINING THE SOUTH 8 INCHES OF THE EAST 102.37 FEET OF LOT 121 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE SOUTH 39 FEET OF 101.68 FEET WEST OF AND ADJOINING THE EAST 102.37 FEET OF LOT 121 IN BRONSON'S ADDITION TO CHICAGO, SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE NORTH 30.96 FEET OF THE SOUTH 69.96 FEET OF THAT PART OF LOT 121 LYING WEST OF THE EAST 102.37 FEET THEREOF AND EAST OF THE EAST LINE OF WIELAND STREET AS OPENED, ALL IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE NORTH 1/2 OF THE NORTH 1/2 (EXCEPT THE EAST 102.37 FEET THEREOF) OF THAT PART OF LOT 122 LYING EAST OF THE EAST LINE OF NORTH WIELAND STREET AS OPENED IN BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE NORTH 48.30 FEET OF THE SOUTH 69.96 FEET OF THE EAST 102.37 FEET OF LOT 121 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: 17-04-203-021-0000
17-04-203-022-0000
17-04-203-091-0000
17-04-203-092-0000
17-04-203-153-0000

Commonly known as: 1552-56 North Wells, Chicago, Illinois 60610