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Doc#: 1609229033 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/01/2016 02:55 PM Pg: 1 of 6

Prepared by and after recording
return to:
Matthew E. Tashman, Esq.
Reed Smith LLP
1717 Arch Street, Suite 3100
Philadelphia, PA 19103

Tax Parcel I.D. Nos.: 14-28-203-027-1028
See Exhibit A attached hereto

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SECOND MORTGAGE MODIFICATION AGREEMENT

This Second Mortgage Modification Agreement (this "Agreement") dated as of MARCH 25, 2016 is among Sandra L. Hindman ("Mortgagor"), and Emigrant Bank Fine Art Finance, LLC, a Delaware limited liability company with an address of 6 East 43rd Street, 25th Floor, New York, New York, 10017 ("Mortgagee").

A. Mortgagor and others and Mortgagee have entered into a Sixth Allonge to Term Note and certain other documents of even date herewith (collectively the "Modification Documents"). Capitalized terms not otherwise defined in this Agreement shall have the meaning given them in the Original Mortgage (defined hereinafter).

B. Mortgagor previously executed and delivered to Mortgagee a Subordinated Mortgage and Assignment of Rents dated April 8, 2011 and recorded in Cook County, Illinois with the Cook County Recorder of Deeds at Document Number 1117210041 on June 21, 2011, as amended by a Mortgage Modification Agreement dated as of July 28, 2014 and recorded in Cook County, Illinois with the Cook County Recorder of Deeds at Document Number 1424142001 on August 29, 2014 (as amended, the "Original Mortgage"). The Original Mortgage encumbers property described on Exhibit A.

C. Mortgagee and Mortgagor desire to amend the Original Mortgage. In consideration of the mutual covenants and agreements herein contained, Mortgagee and Mortgagor agree as follows:

1. (a) All references in the Original Mortgage to the "Term Note" shall be deemed references to the Term Note as amended from time to time, as amended by that certain Allonge to Term Note dated August 2, 2010, that certain Second Allonge to Term Note dated March 3, 2011, that certain Third Allonge to Term Note dated April 8, 2011, that certain Fourth Allonge to Term Note dated June 29, 2011, that certain Fifth Allonge to Term Note dated July 28, 2014 and that certain Sixth Allonge to Term Note dated the date hereof in the current principal amount of \$1,850,000.00, as such Term Note and/or Allonge have been or hereafter are amended, modified or supplemented from time to time.

(c) The obligations secured pursuant to the Mortgage are now up to a maximum amount of \$3,350,000.00, plus all accrued and unpaid interest under the Notes.

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2. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

3. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns, to the extent successors and assigns are permitted under the Mortgage.

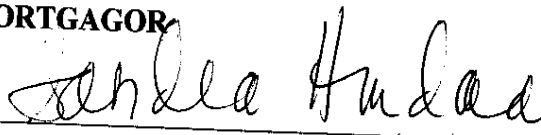
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

WITNESS


Print Name: Laura Felty

MORTGAGOR


Print Name: SANDRA HIRSMAN

MORTGAGEE

EMIGRANT BANK FINE ART FINANCE, LLC

By: _____
Name: _____
Title: _____

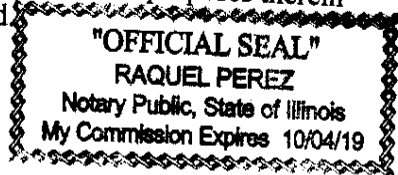
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STATE OF Illinois
COUNTY OF Cook

:
: ss
:

On this, the 23rd day of March, 2016, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sandra L. Hindman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged that he executed the same for the purposes therein contained and that the within instrument is his voluntary act and deed.

WITNESS my hand and seal the day and year aforesaid.



Raquel Perez
Notary Public

My Commission Expires: 10-4-19

Property of Cook County Clerk's Office

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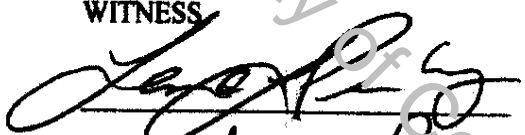
2. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

3. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns, to the extent successors and assigns are permitted under the Mortgage.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

WITNESS



Print Name: Laura [unclear]

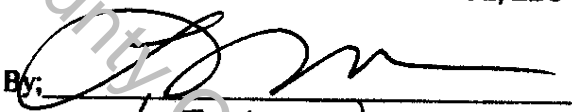
MORTGAGOR



Print Name: SANDRA HUDMAN

MORTGAGEE

EMIGRANT BANK FINE ART FINANCE, LLC

By: 

Name: LI JUN XIAN

Title: Partner

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STATE OF NEW YORK

:

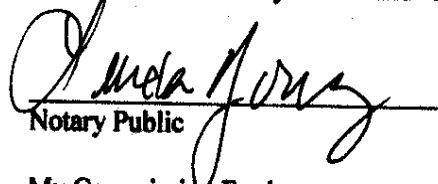
: ss

COUNTY OF NEW YORK

:

On this day, before the undersigned, a Notary Public duly commissioned, qualified, and acting within and for said County and State, appeared in person the within named Lijun Xian to me personally well known or satisfactorily proven, who stated that he/she was the Partner of Emigrant Bank Fine Art Finance, LLC, a Delaware limited liability company, and further stated that he/she was duly authorized in such representative capacity to execute the foregoing document for and in the name and behalf of such bank, and further stated and acknowledged that he/she had so signed, executed, and delivered the foregoing document for the consideration, uses, and purposes herein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on March 25, 2016.


Notary Public

My Commission Expires:

LINDA YOUNG
Notary Public, State of New York
No. 01YO5067926
Qualified in Nassau County
Commission Expires October 28, 2018

Notary Public of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

Address: 2970 NORTH LAKE SHORE DRIVE, UNITS 11-B AND 11-C, CHICAGO, ILLINOIS 60657

UNIT 11B/11C AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THAT PART OF THE SOUTH 33 FEET OF LOT 1 AND THE NORTH 116.8 FEET OF LOT 2 IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 OF THE CITY OF CHICAGO SUBDIVISION OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE INTERSECTION OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ENTERED OCTOBER 31, 1904 IN CASE 256886 WITH THE SOUTH LINE OF WELLINGTON STREET, THENCE WEST ON SAID SOUTH LINE OF WELLINGTON STREET 200 FEET; THENCE SOUTHERLY ON A LINE PARALLEL TO AND 200 FEET DISTANCE FROM SAID WEST BOUNDARY LINE OF LINCOLN PARK TO A POINT 80 FEET DUE SOUTH OF THE SOUTH LINE OF WELLINGTON STREET; THENCE EAST ON A LINE PARALLEL TO AND 80 FEET DISTANCE FROM THE SOUTH LINE OF THE WELLINGTON STREET 200 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH SAID WEST BOUNDARY LINE OF LINCOLN PARK; THENCE NORTHERLY ON SAID WESTERLY LINE OF LINCOLN PARK TO THE PLACE OF BEGINNING; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 23522842, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PIN: 14-28-203-027-1028 and 14-28-203-027-1046