

4

FILED FOR RECORD
LAKE COUNTY

2011 055279

2011 OCT -6 AM 9:59

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Pamela J. Sandborg, Esq.
Levenfeld Pearlstein, LLC
400 Skokie Boulevard
Suite 700
Northbrook, Illinois 60062

MICHAEL J. HAN
RECORDER

20110926 am inv
**AMENDMENT NO. 1 TO
MORTGAGE AND SECURITY AGREEMENT**

Amendment No. 1 to Mortgage and Security Agreement (this "Amendment") dated as of *September 12,* 2011, made by **KW APARTMENTS, LLC** ("Mortgagor") in favor of **HINSDALE BANK & TRUST COMPANY** ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof.

Document is NOT OFFICIAL!

PREAMBLE:

Mortgagor gave to Mortgagee that certain Mortgage and Security Agreement dated May 3, 2011, which was recorded on May 20, 2011, in the Office of the Lake County, Indiana Recorder of Deeds as Document No. 2011 028141 (the "Mortgage"). Mortgagor has requested Mortgagee to modify Mortgagee's existing financing of Mortgagor. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. The two "WHEREAS" paragraphs on page 1 of the Mortgage are amended to read as follows:

"WHEREAS, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee, the Mortgagor's note (herein, together with all amendments and/or restatements thereof, called the "Note") dated the date of Amendment No. 1 to this Mortgage, in the principal sum of

FOUR MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-NINE AND 75/100 DOLLARS (\$4,837,679.84)

Bearing interest at the rate specified therein, due in installments payable to the order of the Mortgagee, and in any event, no later than May 1, 2016; and

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any, thereon, and any extensions and renewals thereof, in whole

**CTIC Has made an accomodation
recording of the instrument.**
Chicago Title Insurance Company

*2200
CT
HEN COMB
LR
1 Ref*

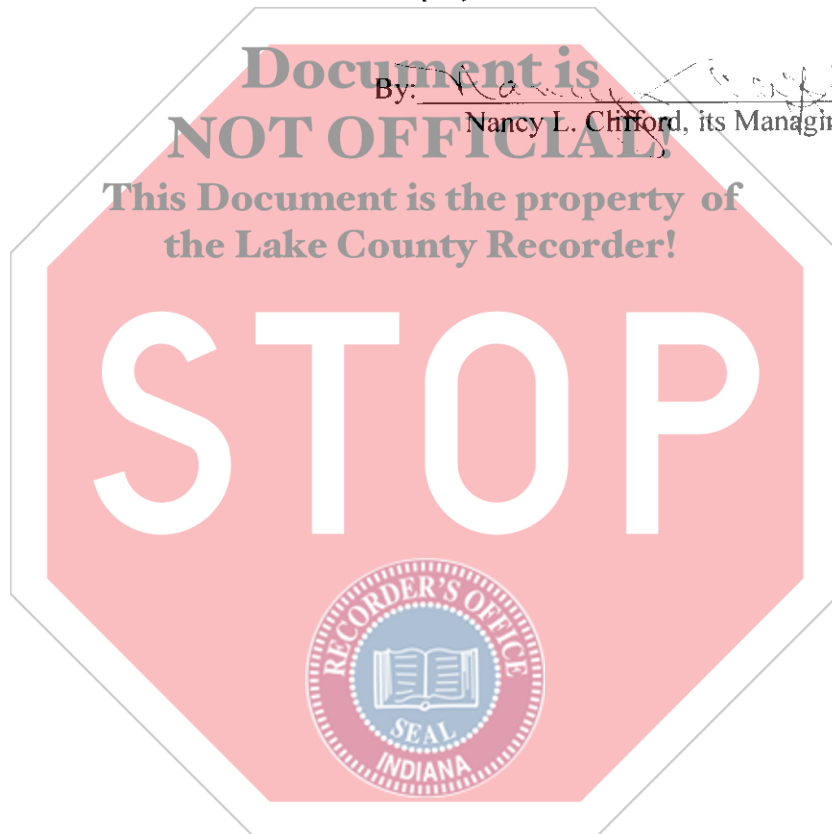
or in part, and any and all other sums which may be at any time due or owing or required to be paid (i) in this Mortgage; (ii) in the Note; (iii) in other documents evidencing or securing or related to the Note (the Note and all such documents are referred to as the "Loan Documents"); (iv) in any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a person against fluctuations in interest rates, currency exchange rates or commodity prices (individually, a "Swap Agreement" and collectively, the "Swap Agreements"); and (v) the repayment of any future advances, with interest thereon, made by Mortgagee to Mortgagor, whether made as an obligation, made at the option of Mortgagee, made after a reduction to a zero (0) or other balance, or made otherwise; are herein called the "Indebtedness herein Secured."

2. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

3. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

KW APARTMENTS, LLC, an Indiana limited liability company

By: 
Nancy L. Clifford, its Managing Member



INDIANA
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Nancy L. Clifford, the Managing Member of KW Apartments, LLC, an Indiana limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, 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 act and as the free and voluntary act of said land trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of SEPT., 2011.

Deborah Ploskonka
Notary Public

My Commission Expires: 10/2/2011



EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

Lots 1 and 2, in Block 3; Lots 6, 7, 8, 9 and 10, in Block 4, in Forsyth Highlands 2nd Addition, Hammond, as per plat thereof, recorded in Plat Book 18, page 11, in the Office of the Recorder of Lake County, Indiana; also all that part of Magoun Avenue (now vacated) lying South of the South line of 167th (formerly Locust) Street and North of the South line, extended, of the first alley South of said 167th (formerly Locust) Street; also part of the Southeast Quarter of the Northwest Quarter of Section 8,

Township 36 North, Range 9 West of the 2nd Principal Meridian, in the City of Hammond, Lake County, Indiana described as follows: Beginning at the point of intersection of the West line of the first alley West of Indianapolis Boulevard (formerly Forsyth Avenue) and the North line of the first alley North of 169th Street (formerly 15th Avenue), said point being 199 feet North of and 184 feet West of the Southeast corner of said Northwest Quarter; thence North along the West line of the first alley West of Indianapolis Boulevard (formerly Forsyth Avenue) a distance of 949.70 feet to the South line of the first alley South of 167th (formerly Locust) Street; thence West along the South line of the last named alley 328.69 feet to the East line of the first alley East of Baring (formerly Roland) Avenue; thence South along the East line of the last named alley 949.45 feet to the North line of the first alley North of 169th Street (formerly 15th Avenue); thence East along the North line of said alley 328.61 feet to the point of beginning; excepting therefrom that portion thereof dedicated as Magoun Avenue, all within the City of Hammond, Lake County, Indiana.

COMMONLY KNOWN AS 1936 E. 67th Street and 6701-6852 Magoun Avenue, Hammond

Tax Identification Nos.

- 45-07-08-178-002.000-023
- 45-07-08-179-002.000-023
- 45-07-08-179-001.000-023
- 45-07-08-178-024.000-023
- 45-07-08-178-025.000-023

