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88/7/008 16 001 Page 1 of 6  
2001-01-30 16:16:31  
Cook County Recorder 31.50

This Document Prepared By  
and After Recording Return To:

*Box 211*

Eric M. Roberson

~~Chapman and Cutler~~

~~111 West Monroe Street~~

~~Chicago, Illinois 60603~~



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**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT  
WITH ASSIGNMENT OF RENTS**

This First Amendment to Mortgage and Security Agreement with Assignment of Rents (this "Amendment") dated as of October 31, 2000 from PALATINE ROAD & BARRINGTON ROAD, L.L.C., an Illinois limited liability company with its mailing address at c/o Forest Brook, Inc., 1301 West 22nd Street, Suite 210, Oak Brook, Illinois 60521 (being hereinafter referred to as "Mortgagor") to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to as "Mortgagee");

**WITNESSETH THAT:**

WHEREAS, the Mortgagor is the owner of certain property located in Inverness, Illinois more particularly described on Schedule I attached hereto and incorporated herein, together with any improvements now existing or to be constructed thereon (the "Mortgaged Premises");

WHEREAS, Mortgagor has executed and delivered a promissory note dated as of January 31, 2000 herewith in the principal amount of Seventeen Million and No/00 U.S. Dollars (U.S. \$17,000,000), such promissory note made payable to the order of Mortgagee in and by which Mortgagor promises to pay said principal sum together with interest thereon prior to maturity at the rates and at the times specified in the Loan Agreement (as hereinafter defined), with a final maturity of all principal and interest not required to be sooner paid of October 31, 2000 (such promissory note and any and all extensions and renewals thereof and any notes issued in replacement or substitution therefor being hereinafter referred to as the "Note");

WHEREAS, the Note has been issued under and subject to certain provisions of a Loan Agreement dated as of January 31, 2000 (such Loan Agreement, as amended, modified or restated from time to time, being hereinafter referred to as the "Loan Agreement");

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WHEREAS, the Note is secured by that certain Mortgage and Security Agreement with Assignment of Rents dated as of January 31, 2000 executed by the Mortgagor and conveying the Mortgaged Premises to the Mortgagee as security for the Note recorded with the Cook County Recorder of Illinois as Document Number 00102065 (the "*Mortgage*"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and Mortgagee hereby agree that the Mortgage shall be amended as follows:

1. The date "*October 31, 2000*" appearing in the sixth and seventh lines of the first "WHEREAS" clause is hereby deleted and the date "*March 31, 2001*" is substituted therefor.

2. This Amendment shall supersede and take precedence over all prior documents, instruments or understandings to the extent any term, provision, agreement or covenant contained in any prior document, instrument or understanding is inconsistent with any term, provision, agreement and covenant contained in this Amendment.

3. No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage; any reference in any such instrument or document is hereby deemed a reference to the Mortgage as amended hereby.

4. This Amendment may be executed in any number of counterparts and all such counterparts taken together shall be deemed one and the same instrument.

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and sealed the day and year first above written.

PALATINE ROAD & BARRINGTON ROAD,  
L.L.C., an Illinois limited liability company

By: Forest Brook, Inc., an Illinois corporation  
Its Manager

By: 

Printed Name: DENNIS A CORTESI

Its: PRES

Property of Cook County Clerk's Office

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STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF DuPage            )

I, JACI KNUTH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DEANIS A CORTESI, as the PRES of Forest Brook, Inc., an Illinois corporation, the manager of Palatine Road & Barrington Road, L.L.C., an Illinois limited liability company, 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 corporation and limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31st day of October, 2000.

Jaci Knuth  
Notary Public

JACI KNUTH  
(Type Or Print Name)

(SEAL)

Commission Expires:



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## SCHEDULE I

### LEGAL DESCRIPTION

#### PARCEL 1:

THE SOUTH HALF OF THE NORTHWEST QUARTER (EXCEPT THE EAST 10 ACRES THEREOF) AND THE NORTH 20 ACRES OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF, IF ANY, FALLING WITHIN THE SOUTH 60 ACRES OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 24), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THE FOLLOWING:

#### EXCEPTION PORTION A:

THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 24 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 515.11 FEET; THENCE SOUTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 86 DEGREES 28 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 398.23 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 184.58 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 574.52 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 379.93 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 574.52 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 195.35 FEET TO THE POINT OF BEGINNING.

#### EXCEPTION PORTION B:

THE EAST 331.40 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24.

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## SCHEDULE I

### LEGAL DESCRIPTION

Property Address:

Palatine and Barrington Roads  
Inverness, Illinois

P.I.N. Nos.:

01-24-101-001  
01-24-100-014  
01-24-300-001  
01-24-100-011  
01-24-100-003  
01-24-100-007  
01-24-100-013

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