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Cook County Recorder 37.50



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00-02767 104

Document prepared  
by and after  
recording to be  
returned to:

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Duane, Morris & Heckscher LLP  
227 West Monroe Street, Suite 3400  
Chicago, Illinois 60606

FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS  
AND LEASES, SECURITY AGREEMENT AND FIXTURE  
FINANCING STATEMENT

This **FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT** (the "Agreement") is entered into as of the 30th day of June, 2001, by and among **FIRST BANK AND TRUST COMPANY OF ILLINOIS**, not personally, but solely as Trustee under Trust Agreement dated July 26, 2000, and known as Trust No. 10-2424 ("Trust"), **TDG CHICAGO WEST LOOP iCAMPUS, LLC**, a Delaware limited liability company ("Beneficiary"; Trust and Beneficiary are sometimes hereinafter collectively referred to as "Mortgagor") and **FIRST BANK AND TRUST COMPANY OF ILLINOIS** ("Lender").

RECITALS

WHEREAS, Mortgagor and Telecom Development Group L.L.C., a Delaware limited liability company (collectively, "Borrower") executed and delivered to Lender that certain Mortgage Note dated July 26, 2000, in the original principal amount of Ten Million Four Hundred Thousand and No/100 Dollars (\$10,400,000.00) (the "Original Note"), which Original Note was modified by that certain First Mortgage Note Modification Agreement dated as of December 27, 2000, by and between Borrower and Lender (the "Modification"; the Original Note as modified by the Modification is hereinafter referred to as the "Note"), whereby, among other things, the maturity date of the Note was extended to the earlier of Lender's demand or June 30, 2001. The loan described in the Note (the "Loan") and Borrower's obligations thereunder are secured by, among other things, that certain Mortgage, Assignments of Rents and Leases, Security Agreement and Fixture Financing Statement, dated July 26, 2000, from Mortgagor in favor of Lender, and recorded with the Recorder of Deeds of Cook County on August 4, 2000, as Document No. 00593920 (the "Mortgage"); and

MAIL TO  
Lawyers Title Insurance Corporation

WHEREAS, Mortgagor now desires to modify the Mortgage; and

WHEREAS, Lender, the legal owner of the Note and of the liens securing the same, at the request of Mortgagor has agreed to modify the Mortgage as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Lender hereby agree to modify and renew the Mortgage as follows:

1. Representations and Warranties.

- a. Financial Statements. Mortgagor represents and warrants that all financial statements of Mortgagor heretofore delivered to Lender are true and correct representations of the financial condition of Mortgagor as of the date thereof, and there has been no material adverse change thereto except as indicated by financial statements subsequently delivered to Lender.
- b. Violation of Laws. Mortgagor is not in violation of any laws (including, without limitation, environmental laws and regulations) which could have any effect whatsoever upon the validity, performance or enforceability of any of the terms, covenants and conditions of the Note, the Mortgage, this Agreement, or any instrument executed in connection herewith or therewith. As used in this Agreement, the term "laws" shall include any and all laws, statutes, ordinances, rules, regulations, orders, writs, injunctions and decrees.
- c. Taxes. Mortgagor has paid any and all federal, state, local and other taxes, assessments, fees and other governmental charges imposed upon Mortgagor or Mortgagor's assets which are due and payable.
- d. Disclosure of Adverse Facts. Mortgagor represents and warrants that there are no material adverse facts or conditions relating to the finances and business of Mortgagor which have not been related in writing to Lender.
- e. Lawful Authority. Mortgagor possesses all necessary and lawful authority and power to carry on its business and comply with the terms, covenants and conditions of the Note, the Mortgage, this Agreement, and any other instrument executed in connection herewith or therewith.
- f. No Defaults, Offsets, etc. Mortgagor represents and warrants that: (i) there are no events or circumstances currently existing which constitute a default under any of the loan documents evidencing the Loan or which would, upon the giving of notice and expiration of any applicable cure period, constitute a default under any of the loan

documents evidencing the Loan; and (ii) there are no offsets, counterclaims or defenses with respect to the Note, the Mortgage, as modified hereby or any of the other loan documents evidencing the Loan.

2. **Default.** Any default under or breach of the terms and provisions of this Agreement shall also constitute a default under the Mortgage, and any other security instrument executed in connection therewith or herewith.
3. **Maximum Principal Amount.** The Maximum Principal Amount (as defined in the Note) of the Note has been increased from Ten Million Four Hundred Thousand and No/100 Dollars (\$10,400,000.00) to Thirteen Million Five Hundred Thousand and No/100 Dollars (\$13,500,000.00). To reflect such increase, any and all references in the Mortgage to Ten Million Four Hundred Thousand and No/100 Dollars (\$10,400,000.00) are hereby deleted and replaced with the amount Thirteen Million Five Hundred Thousand and No/100 Dollars (\$13,500,000.00).
4. **Continuing Effect; Ratification.** Except as expressly modified as contemplated herein, Mortgagor expressly ratifies the terms and provisions of the Mortgage and acknowledges and agrees that such terms and provisions shall continue in full force and effect and shall be binding on Mortgagor and Mortgagor's successors and assigns.
5. **Costs and Expenses.** Mortgagor shall pay any and all costs and expenses, including, without limitation, attorneys' fees and title charges, incurred by Lender in connection with or arising as a result of this Agreement, including, without limitation, the preparation and negotiation of this Agreement, and any other document required in connection herewith.
6. **Final Agreement.** THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
7. **Conflicts.** In the event of any conflict between the terms of this Agreement and any other document evidencing, securing or relating to the loan evidenced by the Note, the terms of this Agreement shall control.
8. **Trustee Exculpation.** This Agreement is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that said trustee has affixed its signature hereto as such Trustee

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by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Lender by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**MORTGAGOR:**

**FIRST BANK AND TRUST COMPANY  
OF ILLINOIS, as Trustee aforesaid,  
SEE RIDER CONTAINING TRUSTEE'S**

**By: EXCULPATORY CLAUSE WHICH IS  
Its: MADE A PART HEREOF.**

**TDG CHICAGO WEST LOOP iCAMPUS,  
LLC, a Delaware limited liability company**

**By: [Signature]  
Its: MANAGER**

**LENDER:**

**FIRST BANK AND TRUST COMPANY  
OF ILLINOIS**

**By: [Signature]  
Its: \_\_\_\_\_**

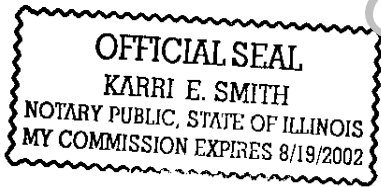
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Karri E. Smith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jack Pressman, personally known to me to be the Manager of **TDG CHICAGO WEST LOOP iCAMPUS, LLC**, a Delaware limited liability company, as such Jack Pressman, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of September 2001.

Karri E. Smith  
Notary Public  
My commission expires: 8/19/02



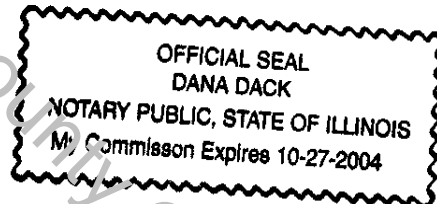
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Dana L. Dack, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that C. Richard Schuler, personally known to me to be the President/CEO of **FIRST BANK AND TRUST COMPANY OF ILLINOIS**, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of October 2001.

Dana L. Dack  
Notary Public  
My commission expires: \_\_\_\_\_



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This FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT IS ENTERED INTO AS OF THE 30TH DAY OF JUNE 2001 BY FIRST BANK AND TRUST COMPANY OF ILLINOIS, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 26, 2000 AND KNOWN AS TRUST NO. 10-2424, TDG CHICAGO WEST LOOP iCAMPUS LLC AND FIRST BANK AND TRUST COMPANY OF ILLINOIS is executed by the Trust not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that said Trustee has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank or Trust by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois) not personally, but as Trustee under the provisions of a Trust Agreement dated JULY 26, 2000 and known as Trust Number 10-2424, has caused these present to be signed by its Trust Officer and Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this 28<sup>th</sup> day of SEPTEMBER, 2001

FIRST BANK AND TRUST COMPANY OF ILLINOIS (formerly known as First Bank and Trust Company, Palatine, Illinois), as Trustee under Trust Number 10-2424 and not individually.

BY: [Signature]  
Trust Officer  
ATTEST: [Signature]  
Assistant Trust Officer

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I THERESA K. ENSEY, a Notary Public in and for said County in State aforesaid, DO HEREBY CERTIFY THAT JEREMY ADDIS, Trust Officer and CARL R. RATH, Assistant Trust Officer, of First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes hereinafter set forth; and the said Assistant Trust Officer, then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act as the free and voluntary act of said Company, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28TH day of SEPTEMBER, 2001.



[Signature]  
NOTARY PUBLIC

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LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED - CASE NO. 00-02767

## LEGAL DESCRIPTION:

## TRACT 1:

LOTS 12 THROUGH 19, BOTH INCLUSIVE, IN SUPERIOR COURT PARTITION OF THE SOUTH 1/2 OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

## TRACT 2:

## PARCEL "A"

LOTS 14 THROUGH 23, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF LOT 24 LYING EAST OF A LINE WHICH IS 53.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF LOT 25, IN BROWN'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL "B"

LOTS 26 AND 27, EXCEPT THE WEST 53.00 FEET OF SAID LOTS 26 AND 27, IN BROWN'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## TRACT 3A:

PART OF THE EAST-WEST ALLEY HERETOFORE VACATED BY ORDINANCE RECORDED OCTOBER 13, 1989 AS DOCUMENT NO. 89487414 IN BROWN'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PART LIES EAST OF THE EAST LINE OF THE WEST 53.00 FEET OF SAID NORTH 1/2 OF BLOCK 23 AND NORTH OF THE EASTWARD EXTENSION OF THE NORTH LINE OF LOT 26 IN SAID NORTH 1/2, IN COOK COUNTY, ILLINOIS.

## TRACT 3B:

(Continued)

SCHEDULE A - PAGE 2

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LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A  
LEGAL DESCRIPTION CONTINUED

PART OF THE NORTH-SOUTH ALLEY HERETOFORE VACATED BY ORDINANCE RECORDED OCTOBER 13, 1989 AS DOCUMENT NO. 89487414 IN BROWN'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PART LIES SOUTH OF THE EASTWARD EXTENSION OF THE NORTH LINE OF LOT 26 IN SAID NORTH 1/2, IN COOK COUNTY, ILLINOIS.

PARCEL 4;

EASEMENT FOR THE BENEFIT OF TRACTS 1 AND 2, (BUT ONLY THE WEST 5 FEET OF LOT 17 IN TRACT 2), FOR USE OF THE PRESENTLY LOCATED ELECTRIC SERVICE STATION, AIRSPACE CURRENTLY OCCUPIED BY ELECTRIC POWER TRANSMISSION LINES, AND FOR MAINTENANCE, REPAIR, ETC., WITHIN THE FOLLOWING LAND AS DEPICTED ON EXHIBIT A TO THE EASEMENT AGREEMENT, WITHIN THE FOLLOWING LAND DESCRIBED AS FOLLOWS:

LOTS 8, 9, 10, 11, AND 12 IN S. LOCKWOOD BROWN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 23 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 1224 West Van Buren, Chicago, Illinois

Permanent Tax Number(s):

17-17-117-031  
17-17-117-002  
17-17-117-003  
17-17-117-004  
17-17-117-005  
17-17-117-006  
17-17-117-007  
17-17-117-008  
17-17-117-009  
(Tracts 2, 3A and 3B)  
17-17-117-021  
(Tract 1)1

CASE NUMBER 00-02767

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