

THIS INSTRUMENT WAS  
PREPARED BY AND MAIL  
AFTER RECORDING TO:



0020157263

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2 of 2 L HYNES # 78-81-003-D1

Above Space for Recorders Use Only

**SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES  
AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT**  
(740 N. Rush Street -- Cook County)

This SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT ("Amendment") is made and entered into as of the 21st day of December, 2001, by Randolph Partners, L.P., having its principal office at 308 West Randolph Street, Chicago, Illinois 60606 ("Randolph Partners"), 740, LLC, an Illinois limited liability company (together with Randolph Partners, individually and collectively, the "Mortgagor") and LA SALLE BANK NATIONAL ASSOCIATION, a national banking association, having an office at 135 South LaSalle Street, Chicago, Illinois 60603, together with its successors and assigns ("the "Mortgagee"). Unless otherwise defined herein, all capitalized terms shall have meanings given to them in the Mortgage and the Loan Agreement (all as defined below).

RECITALS:

A. Mortgagor and Mortgagee are parties to a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated January 4, 2001, and recorded on January 9, 2001 with the Cook County, Illinois Recorder as Document No. 0010021018, as amended as of April 19, 2001, and recorded on May 4, 2001 with the Cook County, Illinois Recorder as Document No. 0010372288, covering the property described on Exhibit A hereto (the "Mortgage"), securing, among other things, Mortgagor's obligations to Mortgagee under a term note made by Mortgagor in favor of Mortgagee in the original principal amount of \$12,400,000 (the "Randolph Note"), pursuant to the terms and conditions of the Loan Agreement dated November 13, 2000 and amended as of April 19, 2001, between Mortgagor and Mortgagee (as amended and supplemented from time to time including on even date herewith, the "Randolph Loan Agreement").

B. Mortgagor desires to borrow \$12,200,000 from its Affiliate, Giordano's Enterprises, Inc., an Illinois corporation ("Giordano's") in order to prepay the Randolph Note (the "Giordano's Loan"), and in order to make the Giordano's Loan, Giordano's has requested an

**BOX 333-CTT**

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amendment and restatement of its Loan and Security Agreement dated as of July 1, 1996 among Giordano's, certain of its Affiliates and the Bank (the "Giordano's Loan Agreement") to increase the amount of its term loan from the Bank.

C. As a condition to amending and restating the Loan Agreement to increase the Bank's term loan to Giordano's, allowing Giordano's to make the Giordano's Loan and Mortgage to prepay the Randolph Note, Bank requires that Mortgagee amend the Mortgage as provided herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Mortgagee and Mortgagee agree as follows:

1. Amendment of Mortgage.

1.1 The definition of "The Liabilities" is hereby amended by deleting part (v) thereof and replacing it with the following "(v) all the obligations and liabilities of Giordano's Enterprises, Inc. and certain of its subsidiaries to Mortgagee under that certain Amended and Restated Loan and Security Agreement dated as of December 21, 2001, and all amendments, restatements, extensions or renewals thereof".

1.2 From and after the date hereof, all references in the Mortgage to the "Liabilities" secured by the Collateral shall be deemed to include, in addition to the Liabilities therein already described, that certain Promissory Note dated December 21, 2001 made by Mortgagee in favor of Giordano's Enterprises, Inc. in the original principal amount of \$12,200,000.

1.3 A new subpart (f) is hereby added to Section 3.1 as follows:

"(f) An Event of Default under that certain Installment Note made by Mortgagee in favor of Giordano's Enterprises, Inc. and dated as of December 21, 2001 in an original principal amount of \$12,200,000."

2. Further Assurances. Mortgagee agrees to execute and deliver such further and additional documents requested of it by Mortgagee as may be necessary or appropriate to give effect to this Amendment.

3. Consent. Mortgagee hereby consents to the grant by Mortgagee of a lien on the Land as provided in that certain Amended and Restated Loan and Security Agreement dated as of December 21, 2001 among Giordano's Enterprises, Inc., certain of its subsidiaries and the Mortgagee.

4. General Provisions.

4.1 Except as amended hereby, the terms, provisions, covenants and agreements contained in the Mortgage shall remain unchanged and in full force and effect and are hereby ratified and affirmed by the parties.

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4.2 On and of the date hereof, each reference in the Mortgage or other agreements or documents executed in connection herewith to "this Mortgage" or words of like import, shall, unless the context otherwise requires, be deemed to be refer the Mortgage as amended hereby.

4.3 Each Mortgagor hereby reaffirms, certifies, remakes and confirms all representations and warranties set forth in the Mortgage as amended hereby. Nothing herein shall be deemed to constitute or shall be construed as a waiver of any rights, remedies or security of or granted to the Mortgage hereunder or under the Mortgage or any Related Documents.

4.4 The recitals to this Amendment are incorporated herein in their entirety by this reference thereto and deemed to be a part hereof.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and delivered by their respective authorized signatories as of the date first above written.

## RANDOLPH PARTNERS, L.P.

By: Illinois Management Company, Inc.,  
its general partner

By: John Apertolwa  
Title: president

## 740, LLC

By: Randolph Partners, L.P., its sole member

By: Illinois Management Company, Inc., its general  
partner

By: John Apertolwa  
Title: president

## LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]  
Title: Loan Officer

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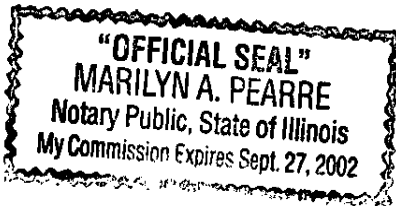
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STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

I, Marilyn A. Pearre, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on December 21, 2001, John Quastberg personally known to me to be the President of Illinois Management Company, Inc., as general partner of Randolph Partners, L.P., the sole member of 740, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, as aforesaid.

Subscribed and sworn to before me  
this 21st day of December, 2001.

Marilyn A. Pearre  
Notary Public



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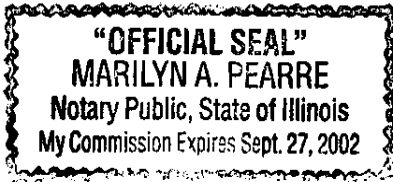
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STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

I, Marilyn A. Pearre, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on December 21, 2001, John Apostolos personally known to me to be the President of Illinois Management Company, Inc., as general partner of Randolph Partners, L.P., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, as aforesaid.

Subscribed and sworn to before me  
this 21st day of December, 2001.

Marilyn A. Pearre  
Notary Public



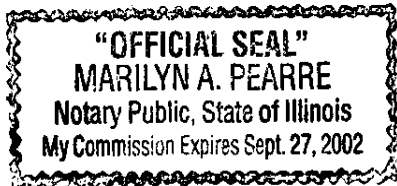
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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

I, Marilyn A. Pearre, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on December 21, 2001, Paul Murphy, personally known to me to be a Branch Officer of LaSalle Bank National Association, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said banking association, as aforesaid.

Subscribed and sworn to before me  
this 21st day of December, 2001.

Marilyn A. Pearre  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN OGDEN'S SUBDIVISION OF BLOCK 52 IN KINZIE'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 740 N. Rush Street, Chicago, Illinois

P.I.N Nos.: 17-10-101-013-0000

Property of Cook County Clerk's Office

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