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2003-02-13 11:29:53

Cook County Recorder

70.00



0030209917

THIS DOCUMENT PREPARED BY:

Mr. Cary K. Kabumoto, Esq.
5204 N. Christiana Avenue
Chicago, Illinois 60625

AFTER RECORDING MAIL TO:

Mr. David P. Williams, V.P.
THE NORTHERN TRUST COMPANY
265 East Dearpath Road
Lake Forest, Illinois 60045

AMENDMENT AGREEMENT

This Indenture, made this 16th day of September, 2002 by and between THE NORTHERN TRUST COMPANY, an Illinois Banking Corporation, 50 South LaSalle Street, Chicago, Illinois 60675, the owner of the mortgage hereinafter described, and LEXINGTON DRIVE, L.L.C., an Illinois limited liability company, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

W I T N E S S E T H:

1. The parties hereby agree to amend the the indebtedness evidenced by the principal promissory note or notes of LEXINGTON DRIVE, L.L.C., an Illinois limited liability company, secured by a mortgage recorded January 10, 2002, in the office of the Recorder of Cook County, Illinois, as document number 0020042076 conveying to THE NORTHERN TRUST COMPANY, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

THE SOUTH 400 FEET OF BLOCK 3 (EXCEPT THE WEST 495 FEET THEREOF AND EXCEPT THE EAST 15.25 FEET THEREOF) IN HERZOG'S FIRST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR 1713481, IN COOK COUNTY,

CTIC 798 3187 DB SWS 907 816 816 CTIC

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BOX 333-CT

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ILLINOIS.

COMMONLY KNOWN AS: 600-666 WHEELING ROAD, WHEELING, ILLINOIS

PERMANENT INDEX NO.: 03-10-400-007-0000

2. The New Loan Amount shall be **THREE MILLION NINE HUNDRED TWENTY THOUSAND UNITED STATES DOLLARS** beginning September 16, 2002.

3. The indebtedness shall be due and payable on **January 1, 2007** as provided in the Adjustable Rate Commercial Mortgage Balloon Note, as amended, a copy of which is attached hereto as **Exhibit A**.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as provided in the promissory note or notes, or if default in the performance of any other covenant of the Owner shall continue after written notice thereof, the entire principal sum secured by said mortgage, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become due and payable, in the same manner as if said amendment had not been granted.

5. This Amendment Agreement is supplementary to said mortgage. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.


IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

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LEXINGTON DRIVE, L.L.C., AN
ILLINOIS LIMITED LIABILITY COMPANY

BY: 
JEFFREY M. SCHNOLL

ITS: MANAGING MEMBER

BY: 
JORDAN M. SCHNOLL

ITS: MANAGING MEMBER

Address for Notices:

~~420 Frontage Road~~
~~Northfield, Illinois 60093~~
444 Lake Cook Road, Suite 12
Deerfield, IL 60015

Property of Cook County Clerk's Office

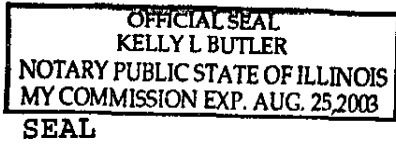
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFFREY M. SCHNOLL and JORDAN M. SCHNOLL personally known to me to be the Managers of LEXINGTON DRIVE, L.L.C., an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Managers, they signed and delivered the said instrument, pursuant to authority given by the Operating Agreement of said limited liability company, as their free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

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GIVEN under my hand and seal this 16th day of September, 2002.



Kelly L. Butler
Notary Public

My Commission Expires: 8-25-03

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EXHIBIT A

TO AMENDMENT AGREEMENT

Installment Note

Use with Trust Deed Form 11

\$ 300,000

Chicago, Illinois

December 21, 2001

FOR VALUE RECEIVED the undersigned promises to pay to THE ORDER OF See Exhibit A hereto
 the principal sum of ~~Three Hundred~~ ^{Three Hundred} ~~Thousand and 00/100~~ ^{Thousand and 00/100} dollars and interest from December 21, 2001, on the balance of principal
 remaining from time to time unpaid at the rate of _____ percent per annum payable in installments (including principal and interest)
 as follows: \$ 2,314.52 on the 1st day of February, 2002 and *\$1,750.00 Dollars or more on the
 day of each Month thereafter until the note is fully paid except that the final payment of principal and interest, if not
 sooner paid, shall be due on the 31st day of August, 2002. All such payments on account of the indebtedness evidenced
 by the note shall be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each
 installment unless paid when due shall result in liquidated damages of: * Said amounts represent payments of interest only.

(JMS)
(JMS)

- 5.0 50% of the Total Monthly Payment
- 1.----- PER LATE PAYMENT, or --
 - 2.----- PERCENT OF THE TOTAL MONTHLY PAYMENT, or --
 - 3.----- NO LIQUIDATED DAMAGES FOR LATE PAYMENT. --

said payments are to be made as set forth on Exhibit A hereto.
~~note may from time to time in writing appoint, and in the absence of such appointment, then at the office of~~
 Darwin Realty & Development Corporation, 970 North Oaklawn Avenue, Suite 100, Elmhurst, Illinois 60126
 The payment of this note is secured by trust deed, bearing even date herewith, to CHICAGO TITLE LAND TRUST COMPANY,
 Trustee, on real estate in the County of Cook Illinois; and it is agreed that at the election of the holder or holders hereof
 and without notice, the principal sum remaining, unpaid hereon, together with accrued interest thereon, shall become at once due
 and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance
 with the terms hereof or in case default shall occur and continue for three days (in which event election may be made at any time
 after the expiration of said three days, without notice) in the performance of any other agreement contained in said trust deed.

All parties hereto severally waived presentment for payment, notice of dishonor, protest and notice of protest.
 The undersigned shall be jointly and severally liable for all undertakings made in this Note including the
 promise to pay the full amount owed.
 Lexington Drive, L.L.C.

CORPORATION

By: Jordan M. Schnoll
 Assistant Vice President Manager

By: JMS
 Assistant Secretary Manager

JEFFREY M. SCHNOLL, Individually

JORDAN M. SCHNOLL, Individually

Identification No: _____

CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE

By: [Signature]
 Assistant Secretary / Assistant Vice President

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DO NOT DESTROY OR LOSE THIS DOCUMENT

IMPORTANT!

THIS IS A VALUABLE DOCUMENT! WHEN FULLY PAID, THIS NOTE, AND THE
 TRUST DEED SECURING IT MUST BE SURRENDERED TO THE PARTY
 OBLIGED TO MAKE THE FINAL PAYMENT. THAT PARTY MUST IMMEDIATELY
 THEREAFTER PRESENT THIS NOTE AND THE TRUST DEED SECURING IT TO
 CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE, IN ORDER TO OBTAIN A
 RELEASE DEED.

WARNING!

REVIEW THE BACK OF THIS NOTE, THERE MAY BE
 MEMORIALS OR ENDORSEMENTS.

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EXHIBIT A TO INSTALLMENT NOTE

PAYEES: Hagar 67, L.L.C., an Illinois limited liability company, as to an undivided 48.06% interest; Carlton C, L.L.C., an Illinois limited liability company, as to an undivided 12.015% interest; Timber R, L.L.C., an Illinois limited liability company, as to an undivided 12.015% interest; Monarch B, L.L.C., an Illinois limited liability company, as to an undivided 12.015% interest; Chestnut M, L.L.C., an Illinois limited liability company, as to an undivided 12.015% interest; and LRD Investment Limited Partnership, an Illinois limited partnership, as to an undivided 3.88% interest.

All payments due hereunder shall be made payable to Darwin Realty & Development Corporation ("Darwin") and shall be delivered to Darwin Realty & Development Corporation at 970 N. Oaklawn Ave., Suite 100, Elmhurst, IL 60126, or at such other place as the legal holder(s) of this note may from time to time designate in writing. Darwin is authorized to accept all payments hereunder on behalf of said payees and any payment hereunder by the makers to Darwin shall be deemed payment to the Payees in the proportions set forth above.

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**AMENDMENT
TO
ADJUSTABLE RATE COMMERCIAL MORTGAGE BALLOON NOTE**

Date of Note: December 21, 2001
Amount of Note: \$3,600,000.00
Interest Rate: Prime Rate
Amortization Period: 240 Months
Maturity Date: January 1, 2007
Borrower/Mortgagor: LEXINGTON DRIVE, L.L.C., an Illinois limited liability company
Lender/Mortgagee: THE NORTHERN TRUST COMPANY, an Illinois banking corporation

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the Borrower and Lender do hereby agree to amend the above identified Note as follows:

Current Balance: THREE MILLION FIVE HUNDRED TWENTY SEVEN THOUSAND TWO HUNDRED SIX AND 67/100 UNITED STATES DOLLARS (\$3,527,206.67)

New Amount of Note: THREE MILLION NINE HUNDRED TWENTY THOUSAND UNITED STATES DOLLARS (\$3,920,000.00)

New Balance of Note: THREE MILLION EIGHT HUNDRED FORTY SEVEN THOUSAND TWO HUNDRED SIX AND 67/100 UNITED STATES DOLLARS (\$3,847,206.67)

All other terms and conditions of the Note shall remain the same.

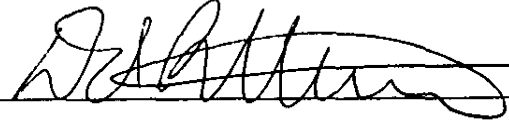
Dated this 16th day of September, 2002.

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Lender/Mortgagee:

THE NORTHERN TRUST COMPANY, AN
ILLINOIS BANKING CORPORATION

By: 


Title: VICE PRESIDENT

Borrower/Mortgagor:

LEXINGTON DRIVE, L.L.C., AN
ILLINOIS LIMITED LIABILITY COMPANY

BY: 
JEFFREY M. SCHNOLL

ITS: MANAGING MEMBER

BY: 
JORDAN M. SCHNOLL

ITS: MANAGING MEMBER

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