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FIRST MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS

This First Modification to Mortgage and Assignment of Rents (the "First Modification") is made as of this 17th day of March, 2003 between the Southland Sports and Expo Center, LLC, a Delaware Limited Liability Company (hereinafter referred to as the "Mortgagor") and Advance Bank (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee have entered into a Mortgage (the "Mortgage") dated October 25, 2001, said Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 29, 2001 as Document No. 0011007798 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of two Promissory Notes dated October 25, 2001 (collectively the "Notes"); and

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WHEREAS, Mortgagor and Mortgagee have entered into an Assignment of Rents (the "Assignment") dated October 25, 2001, said Assignment having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 29, 2001 as Document No. 0011007799 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), further securing the payment of the two Promissory Notes dated October 25, 2001 (collectively the "Notes"); and

WHEREAS, Mortgagor and Mortgagee desire to enter into this First Modification to Mortgage for the purpose of modification of the terms of the original Mortgage and Assignment;

NOW THEREFORE, Mortgagor and Mortgagee, hereby agree that the Mortgage and Assignment are amended, modified, or supplemented as follows:

1. Increase in Principal Amount of Loan. The principal balance of the Loan is hereby increased by One Million Four Hundred Twenty Thousand (\$1,420,000.00) Dollars for a total principal balance of Five Million One Hundred Twenty Thousand (\$5,120,000.00) Dollars.

2. Reaffirmation. Mortgagor hereby ratifies and confirms its liabilities and obligations under the Mortgage, Notes secured by the Mortgage, Assignment of Rents, Security Agreement, Construction Loan Agreement and other Security Documents (hereinafter sometimes referred to as

BOX 333-CT

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"Loan Documents") and the liens and security interest created thereby, and acknowledge that the Mortgagor has no defenses, claims or set offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor under the said documents as modified by this document.

Mortgagor further represents to Mortgagee that no default or event, or condition which could become a default with the giving of notice or passage of time, or both, exists under the Mortgage, the Notes secured by the Mortgage or other Loan Documents, as amended.

3. Cross Default Provision. In the event of a default pursuant to the Mortgage, as modified, the Mortgagee shall have the right to pursue its remedies against certain other real estate given to the Mortgagee as additional collateral. Such real estate is commonly known as 10114 East Horizon Drive, Scottsdale, Illinois 85262. The security interest of the Mortgagee arises pursuant to that certain Deed of Trust and Assignment of Rents recorded on _____, 2003 in Maricopa County, Arizona as document _____.

4. Binding on Successors. This Modification shall be binding on Mortgagor and its respective legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.


5. Original Agreement Binding. Except as provided herein, the Mortgage, Assignment of Rents, Notes and all other Loan Documents, as amended, shall remain in full force and effect in accordance with their respective terms.

6. Definitions. Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the Mortgage, Assignment of Rents, Promissory Notes, or other Loan Documents, as amended.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Mortgage and Assignment of Rents as of the day and year first above written.

MORTGAGOR

Southland Sports and Expo Center, LLC
a Delaware limited liability company

By: 

Branislav Illic

Its: Manager

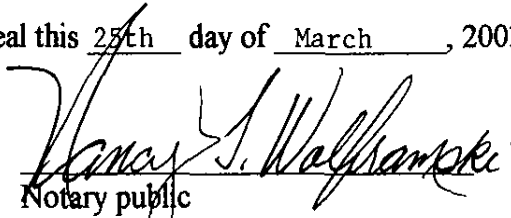
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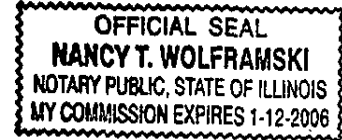
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STATE OF ILLINOIS)
)
COUNTY OF COOK) Mortgagor Notary

I, Nancy T. Wolframski, a Notary Public, in and for said County, in the state aforesaid, do hereby certify, that Branislav Ilic, Manager of Southland Sports and Expo Center, LLC ("Southland") personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 Southland, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of March, 2003


Notary public



This instrument prepared by:

Lawrence A. Gold
GOMBERG, SHARFMAN, GOLD AND OSTLER, P.C.
208 S. LaSalle Street
Suite 1200
Chicago, Illinois 60604-1003
312/332-6194

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EXHIBIT A LEGAL DESCRIPTION



Property of Cook County Clerk's Office

Commonly known as 10 Southland Drive, Lynwood, Illinois 60409

PIN: 32-12-102-003

32- 12-102-004

32-12-103-004

32-12-103-012

32-12-103-014

30462084

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PARCEL NO. 1

THE SOUTH 33.00 FEET OF THE NORTH 1/2 (EXCEPT THE WEST 50.00 FEET THEREOF) OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL NO. 2

THE SOUTH 33.00 FEET OF THE NORTH 1/2 (EXCEPT THE EAST 115.50 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL NO. 3

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL NO. 4

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 115.50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL NO. 5

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE WEST 50.00 FEET THEREOF, DEDICATED FOR PUBLIC HIGHWAY AS PER DOCUMENT FILED ON SEPTEMBER 15, 1975 AS LR2829361), ALSO, (EXCEPTING THEREFROM THE EAST 305.00 FEET OF THE WEST 355.00 FEET OF THE SOUTH 10.00 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL NO. 6

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE WEST 50.00 FEET THEREOF, DEDICATED FOR PUBLIC HIGHWAY AS PER DOCUMENT FILE ON SEPTEMBER 15, 1975 AS LR2829361); ALSO (EXCEPTING THEREFROM THE EAST 305.00 FEET OF THE WEST 355.00 FEET OF THE NORTH 134.00 FEET THEREOF); ALSO (EXCEPTING THEREFROM THAT PART OF THE EAST 305.00 FEET OF THE WEST 355.00 FEET THEREOF LYING SOUTH OF THE SOUTH LINE ON THE NORTH 200.00 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

30-16208-1