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Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 07/15/2003 01:48 PM Pa: 1 of 6

**THIS FIRST AMENDMENT WAS  
PREPARED BY  
AND AFTER RECORDING MAIL TO:**

James B. Gottlieb, Esq.  
Chuhak & Tecson, P.C.  
30 South Wacker Drive  
Suite 2600  
Chicago, Illinois 60606

**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "First Amendment") is made as of this 13<sup>th</sup> day of June, 2003, by and between JOSEPH A. SEHER and MARY BETH SEHER, of 1520 North Dearborn Parkway, Chicago, Illinois 60610 ("Mortgagor") and SAMIR FINANCIAL, L.L.C., an Illinois limited liability company, ("Mortgagee"), whose address is 20682 North Plumwood Drive, Kildeer, Illinois 60047.

**RECITALS**

- A. Mortgagee is the holder of a certain Mortgage Note dated as of September 16, 2002 made by Joseph A. Seher payable to the order of Mortgagee in the original principal amount of One Million Dollars (\$1,000,000)(the "Mortgage Note").
- B. The Mortgage Note was given in part in substitution and replacement for, but not in payment of, that Mortgage Note dated as of December 22, 2001 of Joseph A. Seher payable to the order of Mortgagee in the principal amount of Five Hundred Thousand Dollars (\$500,000)(the "Original Mortgage Note").
- C. The Mortgage Note is secured by that certain Mortgage and Security Agreement dated as of September 16, 2002 (the "Mortgage"), recorded on September 18, 2002 with the Office of the Cook County Recorder as document no. 0021026306, under which Mortgagor has mortgaged to Mortgagee the real estate legally described on Exhibit A attached hereto (the "Mortgaged Property").
- D. Mortgagee has agreed to reduce the principal amount of the Obligations secured by the Mortgage to Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00) and evidence such indebtedness with an Amended and Restated Mortgage Note in the original principal amount of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00)(the "Amended and Restated Mortgage Note"). The Amended and Restated Mortgage Note is payable with interest and as otherwise provided therein.

NOW, THEREFORE, the parties agree as follows:

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1. Obligations Secured by the Mortgage. The definition of "Obligations" contained in Paragraph 1.3 of the Mortgage is amended in full to read as follows:

**1.3 "Obligations"** means all loans by the Mortgagee to Joseph A. Seher including those loans evidenced by an Amended and Restated Mortgage Note dated June 13, 2003, in the principal amount of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00), and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all the Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to the Mortgagee (plus its affiliates), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Mortgagee to any Mortgagor, to any Mortgagor and others, to others guaranteed, endorsed or otherwise secured by any Mortgagor or to any debtor-in-possession/successor-in-interest of any Mortgagor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees of both inside and outside counsel and environmental assessment remediation costs. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby. The Obligations evidenced by the Note is continuing indebtedness, and nothing herein shall be deemed to constitute a payment, settlement or novation of any of the Obligations evidenced by the note referred to or defined in the Mortgage, and nothing herein shall be deemed to constitute a payment, settlement or novation of the Note (as defined in the Mortgage), or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of the Mortgagee against any guarantor, surety or other party primarily or secondarily liable for such Obligations.

2. Fees and Expenses of Mortgagee. Joseph A. Seher agrees to pay all out-of-pocket expenses which Mortgagee incurs in connection with the preparation and recording of this Amendment, and all other documents related to this First Amendment, including without limitation title charges incurred in connection with insuring the priority of the lien of the Mortgage, as amended by this First Amendment, any filing fees and recording tax required in connection with the filing of documents necessary to consummate the provisions of this First Amendment, and the fees and expenses of Mortgagee's counsel.

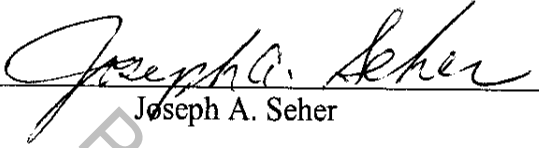
3. Full Force and Effect. Except as expressly modified in this First Amendment, the Mortgage shall remain in full force and effect. Mortgage ratifies and reaffirms the Mortgage, as amended by this First Amendment.

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4. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

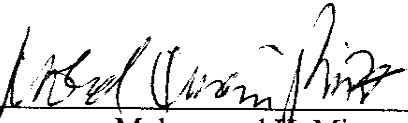
IN WITNESS WHEREOF, Mortgagor has caused this First Amendment to Mortgage to be executed as of the day and year first above written.

MORTGAGORS:

  
\_\_\_\_\_  
Joseph A. Seher

  
\_\_\_\_\_  
Mary Beth Seher

SAMIR FINANCIAL, L.L.C., an Illinois  
limited liability company

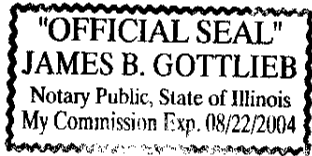
By:   
\_\_\_\_\_  
Name: Mohammed H. Mirza  
Its: Manager

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STATE OF ILLINOIS        )  
                                      )   SS  
COUNTY OF COOK        )

This instrument was acknowledged before me on June 13, 2003, by Joseph A. Seher and Mary Beth Seher as husband and wife.

(Notarial Seal)



A handwritten signature in black ink that reads "James B. Gottlieb".

Printed Name: James B. Gottlieb  
Notary Public, State of: Illinois  
My commission expires: 08/22/2004

This instrument was drafted by James B. Gottlieb on behalf of Mortgage.  
After recording return to:           Chuhak & Tecson, P.C.  
  30 South Wacker Drive  
  Suite 2600  
  Chicago, Illinois 60606

Property of Cook County Clerk's Office

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## MORTGAGEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
   ) SS  
 COUNTY OF COOK         )

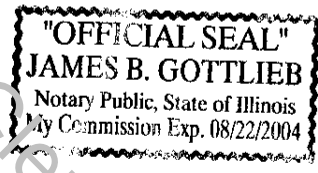
I, James B. Gottlieb, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mohammed H. Mirza, the Manager of SAMIR FINANCIAL, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledge that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 13<sup>th</sup> day of June, 2003.

James B. Gottlieb  
 Notary Public

My Commission expires:

08/22/2004, 2003



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## EXHIBIT A

### Legal Description of the Property

LOT 69 (EXCEPT THE SOUTH 4 FEET THEREOF) AND LOT 72 (EXCEPT THE NORTH 23 FEET THEREOF) IN BURTON'S SUBDIVISION OF LOT 14 IN BRONSON'S ADDITION TO CHICAGO, SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-04-208-021-0000

Address: 1520 N. Dearborn Parkway  
Chicago, Illinois 60610