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Alan H. Garfield  
GARFIELD & MEREL, LTD.  
211 West Wacker Drive  
Chicago, IL 60606

COMMON ADDRESS:  
511 Glenn Avenue  
Wheeling, IL

TAX IDENTIFICATION NOS.

03-11-303-026  
03-11-410-001  
03-11-410-002  
03-11-410-013  
03-11-410-014



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Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 08/04/2003 03:48 PM Pg: 1 of 5

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## FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

This First Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases, dated as of the 15th day of July, 2003 ("herein called "First Amendment"), by and between FIRST MIDWEST BANK (previously known as First Midwest Bank, National Association) (herein called the "Mortgagee"), and COLE TAYLOR BANK, NOT PERSONALLY, BUT AS TRUSTEE, UNDER TRUST AGREEMENT DATED JANUARY 1, 1998 AND KNOWN AS TRUST NO. 98-7815 (herein called the "Mortgagor").

### RECITALS:

WHEREAS, Mortgagor has previously executed in favor of Mortgagee a:

A. Mortgage and Security Agreement ("Mortgage") dated January 29, 1998 and recorded February 4, 1998 with the Cook County Recorder of Deeds as Document No.98091666, on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein, hereinafter referred to as the "Premises."

B. Assignment of Rents and Leases ("Assignment of Rents") dated January 29, 1998 and recorded February 4, 1998, with the Cook County Recorder of Deeds as Document No.98091667.

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The above documents are hereinafter jointly referred to as the "Mortgage and Assignment of Rents."

WHEREAS, the parties have agreed to modify the Mortgage and Assignment of Rents as described below.

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as it fully set forth.

2. The Mortgage is hereby modified and amended as follows:

A. The following section is added immediately following the second WHEREAS, Clause by adding the following introductory paragraph thereto immediately following the first Whereas, clause on page 5 of the Mortgage:

i. WHEREAS, Mortgagor has concurrently with the execution of this First Amendment executed and delivered to the Mortgagee, the Mortgagor's Promissory Mortgage Note in favor of Mortgagee (herein referred to as the "Second Note") dated the date hereof in the principal sum of Three Hundred Thousand (\$300,000.00) Dollars with interest at the annual per annum rate of six (6%) per cent, due no later than December 31, 2006.

B. The term Note shall be deemed to include, without limitation, in addition to all documents defined in the Mortgage, the Second Note and all sums due under the Second Note of any kind or nature along with all extensions, modifications or renewals of any kind or nature and shall be deemed secured by the Mortgage.

C. The term "Indebtedness Hereby Secured" shall without limitation be deemed to include all amounts within such definitions in the Mortgage plus the Second Note and amounts due thereunder including any extensions or renewals or amendments thereof.

D. The term Future Advances as defined in section 48 of the Mortgage shall be increased and the total amount of Indebtedness Hereby Secured may be increased to but not exceed the principal amount of Ten Million (\$10,000,000.00) Dollars plus other costs and fees and expenses as provided for under the Mortgage.

E. The term Loan Documents shall be deemed to include and incorporate the Second Note.

3. The Assignment of Rents and Leases is hereby modified and amended as follows:

A. The term Note shall be deemed to include, without limitation, in addition to all documents defined in the Mortgage, the Second Note and all sums due under the Second Note of

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any kind or nature along with all extensions, modifications or renewals of any kind or nature and shall be deemed secured by the Assignment of Rents.

B. The term Loan Documents shall be deemed to include and incorporate the Second Note.

4. The parties hereto intend this instrument to operate as a modification of the Mortgage and Assignment of Rents and do not intend that a new Mortgage or Assignment of Rents be created hereby and that the Second Note be incorporated and included in any definition of Loan Documents as defined in the aforementioned.

5. Nothing in this First Amendment shall change or modify in any manner the conditions and covenants of the Mortgage or Assignment of Rents, or Loan Documents defined therein except as specifically stated herein, and such Mortgage and Assignment of Rents and Loan Documents as defined therein shall otherwise remain in full force and effect and by the execution hereof Mortgagor reaffirms each and all of the representations, warranties, obligations, covenants and agreements of Mortgagor set forth in the Mortgage and Assignment of Rents and Loan Documents as defined therein.

6. In the event of a conflict or inconsistency between this Agreement and the Mortgage and or Assignment of Rents or the Loan Documents defined therein, the terms herein shall supersede and govern.

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

COLE TAYLOR BANK, NOT PERSONALLY,  
BUT AS TRUSTEE UNDER TRUST  
AGREEMENT DATED JANUARY 1, 1998 AND  
KNOWN AS TRUST NO 98-7815

By: [Signature]  
Its: VICE President  
Name: EDWARD E. BROWN

ATTEST:

By: [Signature]  
Title: VICE President  
Name: ANDREAS M. LUKAS

FIRST MIDWEST BANK

By: [Signature]  
Print or Type Name: Jill Franklin  
Its: Vice President

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Sherri Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that [REDACTED] and [REDACTED], the Vice President and [REDACTED], respectively of Cole Taylor Bank, not personally but as Trustee under Trust Agreement dated January 1, 1998 and known as Trust No, 98-7815, are personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day of July, 2003.



[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Lake )

I, CAROL RODE, a Notary Public in and for the County and State aforesaid, do hereby certify that Jill Franklin, a Vice President of First Midwest Bank is 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 own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of July, 2003.



[Signature]  
Notary Public

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## EXHIBIT A LEGAL DESCRIPTION

### PARCEL 1:

LOTS 1, 2, AND 3 IN BLOCK 5 IN AMERLINE SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 39 AND 40 IN PALWAUKEE BUSINESS CENTER UNIT TWO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOTS 67 AND 68 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED SEPTEMBER 11, 1986 AS DOCUMENT NUMBER 86408080, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:511 Glenn Avenue, Wheeling, Illinois

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