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Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 08/06/2003 12:00 AM Pg: 1 of 5

PREPARED BY:  
Tina Wood #5528148118

WHEN RECORDED RETURN TO:

Commercial Loan Services  
IL1-1146(B2)  
120 S. LaSalle St.  
Chicago, IL 60603

Return TO:

Lexis Document Solutions &  
Corporation Service Company  
135 South LaSalle St. Ste. 2260  
Chicago, IL 60603

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(FX TO A) - ("I")

Debtor: CR Congress LLC  
Juris: Recorder of Deeds, Cook County, IL



## Mortgage Amendment

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This Mortgage Amendment (the "Amendment") is entered into on 7/22, 2003, between CR Congress LLC, whose address is 5N271 Swift Road, Itasca, IL 60143 (the "Mortgagor"), and Bank One, NA, with its main office in Chicago, IL, as successor by merger to American National Bank and Trust Company of Chicago, whose address is 1 Bank One Plaza, Chicago, IL 60670, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated February 20, 2002 and recorded on March 11, 2002 as Document No.0020273994, Cook County Records (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the Village of Prospect Heights, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises"),

Commonly known as 1215-1299 N. Rand Road, Prospect Heights, Illinois 60070,  
Tax Parcel Identification No. 03-21-301-031-0000 and 03-21-301-032-0000.

The Mortgage secures the Liabilities (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a Term Note, dated 7/17/03 payable from CR Congress LLC and CR Dayton VIII LLC to the Mortgagee in the original principal sum of Eleven Million Four Hundred Thousand and 00/100 Dollars (\$11,400,000.00) (collectively, the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The Mortgage is amended to also secure the repayment of an additional extension of credit evidenced by a(n) Term Note, dated 7/22, 2003 payable from CR Congress LLC and CR Dayton VIII LLC to the Mortgagee in the

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original principal sum of Nine Million Four Hundred Thousand and 00/100 Dollars (\$9,400,000.00), including all extensions and renewals ("Note 1") and a Line of Credit Note dated 7/22, 2003 payable from CR Congress LLC and CR Dayton VIII LLC to the Mortgagee in the original principal sum of Two Million and 00/100 Dollars (\$2,000,000.00), including all extensions and renewals ("Note 2"). Note 1 and Note 2 are collectively referred to as the "Extension of Credit". The Extension of Credit is given in replacement, renewal or extension, but not extinguishment of the Original Extension of Credit.

2. The Mortgage continues to secure the Original Extension of Credit and shall also secure the Extension of Credit; therefore, the maximum principal sum of the Liabilities shall not exceed Twenty-Two Million Eight Hundred Thousand and 00/100 Dollars (\$22,800,000.00).

3. The following provision is hereby added to the Mortgage after the paragraph which begins "The maximum principal sum secured by this Mortgage...":

"This Mortgage is given to secure a revolving credit loan pursuant to and in accordance with the note described in clause (1) above and shall secure not only presently existing indebtedness under such note, but also future advances, whether such advances are obligations or to be made at the option of the Mortgagee or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all the Liabilities hereby secured, including future advances, from the time of its recording in the Recorder's Office of the county in which the Premises are located. The total amount of the Liabilities hereby secured may increase or decrease from time to time, but the total unpaid balance of the Liabilities hereby secured (including disbursements which the Mortgagee may take under this Mortgage, the above-described note or any other Related Documents) at any one time outstanding shall not exceed the maximum principal sum set forth above."

4. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.

5. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.

6. **Governing Law and Venue.** This Amendment is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.

7. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

8. **JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

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Executed as of the date first written above.

**Mortgagor:**

CR Congress LLC

By:

*[Handwritten Signature]*

Manny Raddic

Printed Name

Title

**Mortgagee:**

Bank One, NA

By:

*[Handwritten Signature]*

Thompson J. Zappalà

Printed Name

VP  
Title

Tina Wood IL000001009542693

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## ACKNOWLEDGMENT OF MORTGAGOR

State of ILLINOIS )  
County of COOK ) ss

I, Lisa F. Mrabi, a Notary Public in and for said County and State, certify that Manny Rafidie, a member of CR Company LLC a(n) LLC and \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such member and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said LLC for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of July, 2003

My Commission Expires: 8/2/05 Lisa F. Mrabi, Notary Public



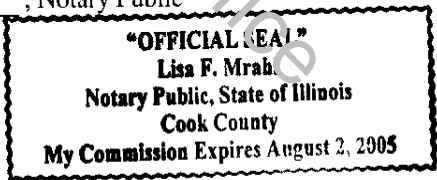
## ACKNOWLEDGMENT OF MORTGAGEE

State of ILLINOIS )  
County of COOK ) ss

I, Lisa F. Mrabi, a Notary Public in and for said County and State, certify that Thomas Zipperro, Vice President of Bank one NA a(n) National Association and \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Vice President and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said NATIONAL ASSOCIATION for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of July, 2005

My Commission Expires: 8/2/05 Lisa F. Mrabi, Notary Public



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## EXHIBIT "A"

LOT 1 AND LOT 2 IN PROSPECT CROSSING P.U.D. SUBDIVISION OF LOT 1-A IN PROSPECT CROSSING .  
CONSOLIDATION IN THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 11, 1980 AS DOCUMENT NUMBER 90018171, AND FILED  
JANUARY 11, 1990 AS DOCUMENT NUMBER LR3853044, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1215-1299 N. Rand Road, Prospect Heights, Illinois 60070

PIN(S): 03-21-301-031-0000 AND 03-21-301-032-0000

Property of Cook County Clerk's Office