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0323339068

Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 08/21/2003 03:28 PM Pg: 1 of 6

This instrument was prepared by
and after recording return to:

Michael R. Wolfe
Berger, Newmark & Fenchel, P.C.
222 North LaSalle Street, Suite 1900
Chicago, Illinois 60601
312/782-5050

Street Address:
4200 S. Pulaski
Chicago, Illinois 60632

PIN: 19-03-201-004
19-03-201-004
19-03-201-004
19-03-201-050
19-03-201-053

ABOVE SPACE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO MORTGAGE AND SECURITY
AGREEMENT-FIXTURE FILING**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT-FIXTURE FILING (this "First Amendment"), made as of August 18, 2003, by and among **Pulaski 4200, L.L.C.**, (the "Mortgagor"), whose address is and **Fifth Third Bank (Chicago)**, a Michigan banking corporation (the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in an amount not to exceed the principal sum of SEVEN MILLION AND 00/100 DOLLARS (\$7,000,000.00), which indebtedness is evidenced by a certain Non Revolving Construction Line of Credit Note (the "Note") dated June 6, 2003 in the amount of SEVEN MILLION and 00/100 Dollars (\$7,000,000.00) made by Mortgagor and payable to the order of and delivered to Mortgagee, and any and all renewals, extensions or refinancings thereof, in and by which Note, Mortgagor promises to pay the said principal sum and interest in the manner and at the rates as provided therein.

WHEREAS, the Note is secured by, among other documents, that certain Mortgage and Security Agreement-Fixture Filing dated June 6, 2003 from Mortgagor to Mortgagee and recorded in the office of the Cook County Recorder of Deeds on July 25, 2003, as Document No. 0320633212 granting Mortgagee a mortgage lien on certain real estate in Cook County, Illinois as described on Exhibit A attached hereto and made part hereof; and

WHEREAS, the Mortgagor has requested and the Mortgagee has agreed to increase the principal balance of the Note to Seven Million Seven Hundred Thousand and 00/100 (\$7,700,000.00) Dollars; and

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WHEREAS, Mortgagee requires that Mortgagor execute and deliver this First Amendment to secure the payment and performance of the obligations and duties of Mortgagor under the Note, as modified.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation and Definitions.** The foregoing recitals and all Exhibits hereto are hereby made a part of this First Amendment and incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Mortgage.

2. **Modification of Mortgage.** The first WHEREAS set forth on page one (1) of the Mortgage is hereby modified to read as follows:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of SEVEN MILLION SEVEN HUNDRED THOUSAND and 00/100 DOLLARS (\$7,700,000.00), which indebtedness is evidenced by a certain Non Revolving Construction Line of Credit Note (the "Note"), dated June 6, 2003 and modified by that certain Non-Revolving Construction Line of Credit Note Modification Agreement of even date herewith in the amount of Seven Million Seven Hundred Thousand and 00/100 (\$7,700,000.00) Dollars made by Mortgagor and payable to the order of and delivered to Mortgagee and any and all renewals, extensions or refinancings thereof, in and by which Note, Mortgagor promises to pay the said principal sum and interest in the manner and at the rates as provided therein; and

3. **Additional Covenants of Mortgagor.** The Mortgagor shall cause this First Amendment to be promptly recorded with the Recorder's Office of Cook County, Illinois. To the extent permitted by law, Mortgagor and Mortgagee agree that with respect to all items of Personal Property which are or will become fixtures on the Land, this Mortgage, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of the Uniform Commercial Code. Mortgagor is the record owner of the Land.

4. **Reaffirmation of Mortgage.** All of the terms, conditions, agreements and provisions set forth in the Mortgage, as hereby and hereafter amended, modified and supplemented, shall be and they hereby are reaffirmed, ratified and confirmed in their entirety and incorporated herein by reference as if fully set forth herein. All references in the Mortgage to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended by this First Amendment. This First Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Representations and Warranties.** To induce the Mortgagee to enter into this First Amendment, the Mortgagor represents and warrants that as of the date of this First Amendment, no Event of Default or event or condition which, with notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing, and the Mortgagor affirms the representations and warranties contained in the Mortgage and Assignment shall be true and correct

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as of the date of this First Amendment, except that they shall be deemed also to refer to this First Amendment.

6. **Miscellaneous.** The title of this First Amendment and the headings of the various paragraphs of this First Amendment have been inserted only for the purposes of convenience and are not part of this First Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this First Amendment. This First Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Mortgagor, by its duly authorized officer, has executed and delivered this First Amendment as of the date set forth above.

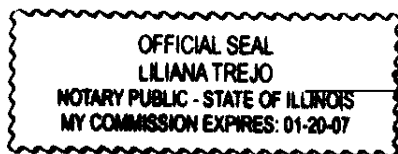
Pulaski 4200, L.L.C., an Illinois limited liability company

By: 
S. Bismarck Brackett, Manager

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 the above named S. Bismarck Brackett 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 said company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 18th day of August, 2003.




NOTARY PUBLIC

Commission expires: January 20th, 2007.

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 4 AND 5 IN JENNI 'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NE 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 4; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 35.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 35.00 FEET OF SAID LOT, 129.43 FEET; THENCE SOUTH 75 DEGREES 12 MINUTES 15 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 03 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF THE AFORESAID LOT 5, A DISTANCE OF 150.16 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 5; THENCE NORTH 00 DEGREES 03 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 146.84 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE), SAID POINT BEING 723.00 FEET NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD MEASURED ALONG SAID WEST LINE OF SOUTH PULASKI ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE OF SOUTH PULASKI ROAD TO ITS INTERSECTION WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD; THENCE WESTERLY ALONG SAID NORTH LINE OF DISTRICT BOULEVARD TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 550 FEET WEST OF SAID WEST

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LINE OF SAID SOUTH PULASKI ROAD; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 63900 FEET NORTH OF SAID NORTH LINE OF DISTRICT BOULEVARD; THENCE EASTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 281.78 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH PULASKI ROAD A DISTANCE OF 84.00 FEET; THENCE EASTERLY ALONG A LINE 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS THE FOLLOWING DESCRIBED PARCELS:

PARCEL A:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32 AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ALSO A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 5, BEING ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD,

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168.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE

FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SW CORNER THEREOF; THENCE NORTH 0 DEGREE 03 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5, A DISTANCE OF 150.16 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 4 AFORESAID, 17.42 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID; THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.