



This Instrument Prepared By and After Recording Returned to:

Doc#: 0325931121 Eugene "Gene" Moore Fee: \$36.00 Cook County Recorder of Deeds Date: 09/16/2003 01:23 PM Pg: 1 of 7

Daniel Kohn, Esq. Duane Morris LLP 227 West Monroe Street Suite 3400 Chicago, Illinois 60606

LHY:VES # 80-94-159-31

FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

(Condominium)

THIS FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (Condominium) (the "Amendment") dated as of September 4, 2003, by and among RSD SHERMER BUILDING ONE, LLC, RSD SHERMER BUILDING TWO, LLC, RSD SHERMER BUILDING THREE, LLC, and RSD SHERMER BUILDING FOUR, LLC, each an Illinois limited liability company (collectively, "Borrower"), each with a mailing address of 425 Huehl Road, Building 18, Northbrook, Illinois 60062, and BANK ONE, NA, with its main office in Chicago, Illinois, a national banking association, its successors and assigns, in its capacity as agent for the Banks under the Loan Agreement and the other Loan Documents (as each such term is hereinafter defined), with a mailing address of 1 Bank One Plaza, Chicago, Illinois 60670, IL1-0958 (sometimes hereinafter referred to as "Agent").

WITNESSETH:

WHEREAS, Borrower has (i) executed and delivered to Bank One, NA, with its main office in Chicago, Illinois ("Bank One") a Promissory Note (Condominium) dated February 3, 2003, payable to Bank One in the maximum stated principal amount of Fifteen Million Three Hundred Six Thousand One Hundred Thirty-Four and No/100 Dollars (\$15,306,134.00)(the "Bank One Note"), and (ii) executed and delivered to Cole Taylor Bank ("Cole Taylor") a Promissory Note (Condominium) dated February 3, 2003, payable to Cole Taylor in the maximum stated principal amount of Six Million Eight Hundred Ninety-Three Thousand Eight Hundred Sixty-Six and No/100 Dollars (\$6,893,866.00) (the "Cole Taylor Note"; the Bank One Note and the Cole Taylor Note, and any and all extensions and renewals thereof and substitutions or replacements therefor, are sometimes hereinafter collectively referred to herein as the "Notes") pursuant to which Borrower promises to pay each such principal sum (or so much thereof as may be outstanding at the Maturity Date (as such term is defined in the Notes) thereof, or such earlier date as the Notes may be accelerated in accordance with the terms of the Loan Agreement, together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rate and at the times specified in the Notes.

WHEREAS, the Notes have been issued under and subject to the provisions of that certain Construction Loan Agreement (Condominium) dated as of February 3, 2003, by and among Borrower, Bank One, individually and in its capacity as Agent for the Lenders and Cole

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Taylor, (Cole Taylor, collectively with Bank One are sometimes hereinafter collectively referred to as "Lenders") (such Construction Loan Agreement (Condominium), as the same may be amended, restated, modified and/or supplemented from time to time, the "Loan Agreement").

WHEREAS, the loan described in the Loan Agreement and the Notes (the "Loan") and Borrower's obligations thereunder are secured by, among other things, that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (Condominium) dated February 3, 2003, from Borrower in favor of Agent, and recorded with the Recorder of Deeds of Cook County on February 5, 2003, as Document No. 0030177361 (as amended from time to time, the "Mortgage"). The Mortgage secures the real property described on **Exhibit A** attached hereto (the "Mortgaged Premises"). The Notes, the Loan Agreement, the Mortgage and any and all other documents evidencing the Loan are sometimes hereinafter collectively referred to as the "Loan Documents."

WHEREAS, Borrower has requested that (i) Bank One agree to increase the maximum principal amount of the Bank One Note to Nineteen Million Six Hundred Eight Thousand Forty-Five and No/100 Dollars (\$19,608,045.00), (ii) Cole Taylor agree to increase the principal amount of the Cole Taylor Note to Nine Million Forty-One Thousand Nine Hundred Fifty-Five and No/100 Dollars (\$9,041,955.00), and (iii) Lenders agree to modify the Loan Agreement to, among other things, allow proceeds of the Loan to be disbursed to pay for the costs of constructing Building Four (as defined in the Loan Agreement).

WHEREAS, Lenders have agreed to so modify the Notes and the Loan Agreement as aforesaid provided, among other things, that Borrower executes this Amendment whereby the Mortgage is modified to reflect that the Mortgaged Premises secures all of Borrower's obligations under the Loan, as amended, including any and all amounts disbursed in accordance with the terms of the modifications described above.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment.
2. Borrower and Lender agree that the maximum principal amount of the Loan has been increased to Twenty-Eight Million Six Hundred Fifty Thousand and No/100 Dollars (\$28,650,000.00). To reflect such modification, any and all references in the Mortgage to "Twenty-Two Million Two Hundred Thousand and No/100 Dollars (\$22,200,000.00)" are hereby deleted and replaced with the amount "Twenty-Eight Million Six Hundred Fifty Thousand and No/100 Dollars (\$28,650,000.00)".
3. Nothing herein contained shall impair the Loan Agreement, Notes or other Loan Documents in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Agent or Lenders, it being the intention of the parties hereto that the terms and provisions of the Loan Agreement, Notes and other Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

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4. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

6. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on following page]

Property of Cook County Clerk's Office

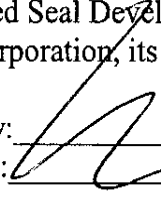
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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWER:

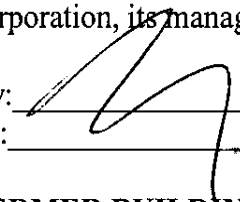
RSD SHERMER BUILDING ONE, LLC,
an Illinois limited liability company

By: Red Seal Development Corp., an Illinois corporation, its manager

By: 
Its: BRIAN HOFFMAN
VICE CHAIRMAN &
CHIEF FINANCIAL OFFICER

RSD SHERMER BUILDING TWO, LLC,
an Illinois limited liability company

By: Red Seal Development Corp., an Illinois corporation, its manager

By: 
Its: _____

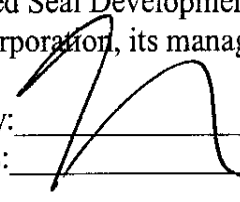
RSD SHERMER BUILDING THREE, LLC,
an Illinois limited liability company

By: Red Seal Development Corp., an Illinois corporation, its manager

By: 
Its: _____
VICE CHAIRMAN &
CHIEF FINANCIAL OFFICER


RSD SHERMER BUILDING FOUR, LLC,
an Illinois limited liability company

By: Red Seal Development Corp., an Illinois corporation, its manager

By: 
Its: _____

AGENT:

BANK ONE, NA, with its main office in Chicago, Illinois, a national banking association, as Agent for the Lenders

By: 
Its: Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, NADA POPOVIC, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian Hoffman, personally known to me to be the ~~president~~ ^{CEO/owner} of Red Seal Development Corp, an Illinois corporation, the manager of RSD Shermer Building One, LLC, RSD Shermer Building Two, LLC, RSD Shermer Building Three, LLC and RSD Shermer Building Four, LLC, each an Illinois limited liability company is 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 free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of August, 2003.

Nada Popovic
Notary Public



My commission expires: 7/9/05

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I HEREBY CERTIFY that on this 4th day of September, 2003, before me personally appeared CHRIS A. RICHENT as VP of **BANK ONE, N.A.**, with its main office in Chicago, Illinois, a national banking association, to me known to be the same person who signed the foregoing instrument as his/her free act and deed as such officer for the use and purpose therein mentioned, and that the said instrument is the act and deed of said national banking association as Agent for the Lenders.

WITNESS, my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

Bev Adler

 Notary Public

My Commission Expires: _____



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EXHIBIT A

Legal Description

LOTS 73, 74, 75 AND 76 IN THE SHERMER PLACE SUBDIVISION RECORDED AS DOCUMENT 0030177352 BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1 (EXCEPT THE WEST 17 FEET THEREOF) IN STANLEY SUBDIVISION IN SECTION 15, AFORESAID, IN COOK COUNTY.

PIN NOS.: 04-15-100-004-0000, 04-15-100-020-0000 and 04-15-100-045-0000

COMMON ADDRESS: 1685-1777 SHERMER ROAD, NORTHBROOK, ILLINOIS

NOW KNOWN AS:

LOTS 73, 74, 75 AND 76 IN THE SHERMER PLACE SUBDIVISION RECORDED AS DOCUMENT 0030177352 BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF LOT 1 (EXCEPT THE WEST 17 FEET THEREOF) IN STANLEY SUBDIVISION IN SECTION 15, AFORESAID, IN COOK COUNTY.

PIN NOS.: 04-15-100-004-0000, 04-15-100-020-0000 and 04-15-100-045-0000

COMMON ADDRESS: 1685-1777 SHERMER ROAD, NORTHBROOK, ILLINOIS