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PREPARED BY:
C Svientek

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Debtor: Eurofresh Plaza L.L.C.
Juris: Recorder of Deeds, Cook County, IL

BANK ONE

Mortgage Amendment

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This Mortgage Amendment (the "Amendment") is dated as of September 30, 2003, between Eurofresh Plaza L.L.C., whose address is 130 W. Northwest Highway, Palatine, IL 60069 (the "Mortgagor") and Bank One, NA, with its main office in Chicago, IL, 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 Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement, dated November 30, 1999 and recorded on December 2, 1999 as Document No.09127956, 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 Palatine, County of Cook, State of Illinois:

PARCEL 1:

THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 15, A DISTANCE OF 530 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 15, A DISTANCE OF 380 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING;

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(EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 55.5 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT 214.49 FEET THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 246.90 FEET; THENCE NORTHEASTERLY ALONG A LINE HAVING AN INTERIOR ANGLE OF 90 DEGREES 6 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 204.99 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 1.10 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF TRACT AFORESAID, 16.55 FEET TO A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 265.26 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING)

(ALSO EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 305 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON SAID WEST LINE OF TRACT 75 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET; THENCE NORTHEASTERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 70.71 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 50 FEET TO THE POINT BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 15, A DISTANCE OF 530 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 15, A DISTANCE OF 380 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING DESCRIBED AS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 55.5 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT 214.49 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 246.90 FEET; THENCE NORTHEASTERLY ALONG A LINE HAVING AN INTERIOR ANGLE OF 90 DEGREES 6 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 204.99 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 1.10 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF TRACT AFORESAID, 16.55 FEET TO A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 265.26 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

A PARCEL OF LAND LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTER LINE OF THE NORTHWEST HIGHWAY A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 15, A DISTANCE OF 530 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 15, A DISTANCE OF 380 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET THENCE SOUTHWESTERLY A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 305 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON SAID WEST LINE OF SAID TRACT, 75 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY LINE OF SAID TRACT 182 FEET TO AN INSERT CORNER OF SAID TRACT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 70.71 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NONEXCLUSIVE EASEMENTS FOR THE INGRESS AND EGRESS AND FOR THE PASSAGE AND PARKING OF MOTOR VEHICLES AND PEDESTRIANS OVER AND ACROSS ALL PARKING AREAS, DRIVEWAYS, SERVICE AREAS, ENTRANCES AND EXITS WHICH ARE NOW OR MAY ULTIMATELY BE CONSTRUCTED ON PARCELS 1 AND 2 AS CONTAINED IN INDENTURE MADE BY AND BETWEEN O'HARD INTERNATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 69-L-141 AND LUCKY STORES, INC., A CALIFORNIA CORPORATION, DATED NOVEMBER 22, 1971 AND RECORDED DECEMBER 27, 1971 AS DOCUMENT 21753216 AND IN CORRECTIVE GRANT OF EASEMENTS MADE BY AND BETWEEN THE ABOVE PARTIES DATED MARCH 13, 1973 AND RECORDED JUNE 1, 1973 AS DOCUMENT 22345213, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR INGRESS AND EGRESS OVER A PORTION OF THE DIOR PARCEL AS DESCRIBED IN THE EASEMENT AGREEMENT RECORDED AS DOCUMENT 97879665.

(the "Premises"),

Commonly known as 130-156 West Northwest Highway, Palatine, Illinois 60067,
Tax Parcel Identification No. 02-15-201-012, 02-15-201-013, 02-15-201-014.

The Mortgage secures the Debt (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a Mortgage Note, dated November, 1999, in the amount of One Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$1,920,000.00) (the "Original Extension of Credit") payable by Guido Tenuta, thereafter assumed by Eurofresh Plaza, L.L.C. by Assumption Agreement dated March 1, 2001 recorded on April 9, 2001 as Document No. 0010283448, in Cook County, IL.

The Mortgage is amended to also secure the replacement of the Original Extension of Credit evidenced by a(n) Term Note, dated September 30, 2003, payable by Eurofresh Plaza L.L.C. to the Mortgagee, in the original principal sum of One Million Nine Hundred Seventy Thousand Five Hundred Sixty-Eight and 03/100 Dollars (\$1,970,568.03), including all extensions, renewals and replacements thereof (the "New Extension of Credit").

Whereas the section in the Mortgage defining "Debt" is further amended by adding the following as subsection (iii):
(iii) the payment of any and all obligations, contingent or otherwise, whether now existing or hereafter arising, of Mortgagor to Mortgagee, including any obligations arising under or in connection with any Rate Management Transaction, and notwithstanding anything to the contrary contained in this Mortgage, the Mortgagor hereby mortgages, conveys, transfers and grants unto Mortgagee, its successors and assigns forever, Real Estate, and all improvements thereon, situated in the County of Cook, State of Illinois, (hereinafter referred to a "Mortgaged Property" or "Premises") legally described in Exhibit "A" attached hereto and by this reference made a part hereof. As used herein "Rate Management Transaction" means any transaction (including an agreement with respect thereto) now existing or hereafter entered into between Mortgagor and Mortgagee which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices or other financial measures.

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 continues to secure the Original Extension of Credit and shall also secure the New Extension of Credit; therefore, the maximum principal sum of the Liabilities shall not exceed Three Million Nine Hundred Forty-One Thousand One Hundred Thirty-Six and 06/100 Dollars (\$3,941,136.06).

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2. 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.

3. 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.

4. **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.

5. **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.

6. **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.

Mortgagor:

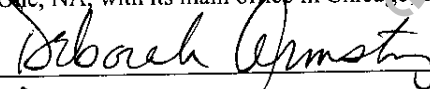
Eurofresh Plaza LLC

By: 

Guido Tenuta Member
Printed Name Title

Mortgagee:

Bank One, NA, with its main office in Chicago, IL

By: 

Deborah Armstrong U.P.
Printed Name Title

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ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois)
) ss
County of Cook)

I, Kris A. Soukup, a Notary Public in and for said County and State, certify that Guido Tenuta, a Member of Eurofresh Plaza LLC a(n) Limited Liability Company and _____, a _____ 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 Member _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of September, 2003

My Commission Expires: Kris A. Soukup, Notary Public
"OFFICIAL SEAL"
Kris A. Soukup
Notary Public, State of Illinois
Cook County
My Commission Expires May 12, 2004

ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois)
) ss
County of Cook)

I, Kris A. Soukup, a Notary Public in and for said County and State, certify that Deborah L. Armstrong, a Vice President of Bank One NA a(n) National Association and _____, a _____ 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 Vice President _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of September, 2003

My Commission Expires: Kris A. Soukup, Notary Public
"OFFICIAL SEAL"
Kris A. Soukup
Notary Public, State of Illinois
Cook County
My Commission Expires May 12, 2004