



Doc#: 0332229234
Eugene "Gene" Moore Fee: \$82.00
Cook County Recorder of Deeds
Date: 11/18/2003 12:13 PM Pg: 1 of 11

THIS INSTRUMENT PREPARED BY
~~AND AFTER RECORDING RETURN TO:~~

Carole K. Towne, Esq.
GOLDBERG, KOHN, BELL, BLACK,
ROSENBLOOM & MORITZ, LTD.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
(312) 201-4000

**FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE
AND OTHER DOCUMENTS**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND OTHER DOCUMENTS ("Amendment") is dated as of August 20, 2003 and is by and between LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee under Trust Agreement dated November 3, 1994 and known as Trust No. 119188 ("Trustee"), CHRISTIANA INDUSTRIES, L.L.C., a Delaware limited liability company ("Christiana"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Mortgagee").

Handwritten signature/initials

RECITALS

A. Mortgagee, Trustee and Christiana are parties to that certain Amended and Restated Loan and Security Agreement, dated as of March 16, 2000, as the same has heretofore been amended and modified by Amendment No. 1 to Amended and Restated Loan and Security Agreement dated as of May 10, 2001, by Amendment No. 2 and Consent to Amended and Restated Loan and Security Agreement dated as of June 15, 2001 (said Amended and Restated Loan and Security Agreement, as so amended and modified, and as the same may from time to time be further amended or otherwise modified, being hereinafter referred to as the "Amended Loan Agreement"), pursuant to which Mortgagee made certain loans to Trustee and Christiana in the maximum aggregate principal amount of \$5,800,000, consisting of (i) a revolving loan in the maximum principal amount of \$2,500,000 (the "Revolving Loan") and (ii) two term loans in the aggregate original principal amount of \$3,300,000 (the "Term Loans"). The Loans are secured by, among other things (i) an Amended and Restated Mortgage, Security Agreement and Financing Statement dated as of March 16, 2000 and recorded with the Cook County Recorder of Deeds on March 17, 2000 as Document No.00192941 (the "Mortgage"), (ii) an Amended and Restated Assignment of Rents and Leases dated as of March 16, 2000 and recorded with the Cook County Recorder of Deeds on March 17, 2000 as Document No. 00192942 (the "Assignment of Leases"), (iii) an Environmental

Lilia Rodriguez 045P

Escrow # 5572

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Indemnity Agreement (Mortgage) dated as of March 16, 2000 (the "**Environmental Indemnity**"), and (iv) an Amended and Restated Collateral Assignment under Land Trust dated as of March 16, 2000 (the "**CABI**"). The Mortgage, Assignment of Leases, Environmental Indemnity and the CABI are hereinafter referred to as the "**Mortgage Documents**." A legal description of the real estate encumbered by the Mortgage and the Assignment of Leases is attached hereto as **Exhibit A**.

B. Concurrently herewith, the parties hereto are entering into a certain Amendment No. 3, Consent and Waiver to Amended and Restated Loan and Security Agreement pursuant to which the Revolving Loan is being increased from the maximum principal amount of \$2,500,000 to \$5,000,000 (the "**Amended Revolving Loan**"), evidenced by an Amended and Restated Revolving Note of even date herewith (said Amended and Restated Revolving, as amended, modified or replaced from time to time, being hereinafter referred to as the "**Amended Revolving Note**").

C. The parties hereto now desire to amend the Mortgage and the other Mortgage Documents to secure the Amended Revolving Loan, in addition to all other indebtedness heretofore secured.

AGREEMENTS

1. The Mortgage and the other Mortgage Documents are hereby amended to secure to secure the Amended Revolving Loan, in addition to all other indebtedness heretofore secured by the Mortgage and the other Mortgage Documents.

2. All references in the Mortgage to the "Loan" shall mean the Amended Revolving Loan and the Term Loans.

3. All references in the Mortgage to the "Loan Agreement" shall mean the Amended Loan Agreement.

4. All references in the Mortgage to the "Revolving Note" shall mean the Amended Revolving Note.

5. The final maturity date of the indebtedness secured by the Mortgage is March 1, 2007.

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6. The address for notice for Mortgagee shall be changed to the following:

LaSalle Bank National Association
135 South LaSalle Street
Chicago, Illinois 60603
Telecopy: (312) 904-6546
Attention: Christiana Industries, L.L.C. – Account Manager

7. The address for notice for Trustee and Christiana shall be changed to the following:

Christiana Industries, L.L.C.
c/o Waud Capital Partners LLC
560 Oakwood Ave., Suite 203
Lake Forest, IL 60045
Telecopy: ~~312-604-5554~~
Attention: Reeve B. Waud and Wendy Chronister

8. The Mortgage and the other Mortgage Documents are hereby amended to conform to the terms hereof. Except as modified hereby, the Mortgage and the other Mortgage Documents shall remain in full force and effect in accordance with their original terms.

9. This instrument is executed by LaSalle Bank National Association, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association are undertaken by it solely as Trustee as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date first above written

LASALLE BANK NATIONAL ASSOCIATION,
not personally but as Trustee u/t/a dated November 3,
1994 and known as Trust No. 119188

By Nancy A. Carlin
Its _____

CHRISTIANA INDUSTRIES, L.L.C.,
a Delaware limited liability company

By [Signature]
Its President

LASALLE BANK NATIONAL ASSOCIATION

By _____
Its _____

Property of Cook County Clerk's Office

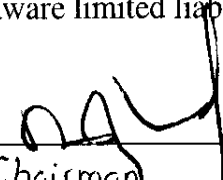
UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date first above written

LASALLE BANK NATIONAL ASSOCIATION,
not personally but as Trustee u/t/a dated November 3,
1994 and known as Trust No. 119188

By _____
Its _____

CHRISTIANA INDUSTRIES, L.L.C.,
a Delaware limited liability company

By  _____
Its *Chairman* _____

LASALLE BANK NATIONAL ASSOCIATION

By _____
Its _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date first above written

LASALLE BANK NATIONAL ASSOCIATION,
not personally but as Trustee u/t/a dated November 3,
1994 and known as Trust No. 119188

By _____
Its _____

CHRISTIANA INDUSTRIES, L.L.C.,
a Delaware limited liability company

By _____
Its _____

LASALLE BANK NATIONAL ASSOCIATION

By *Kora Backus* _____
Its *v.p.* _____

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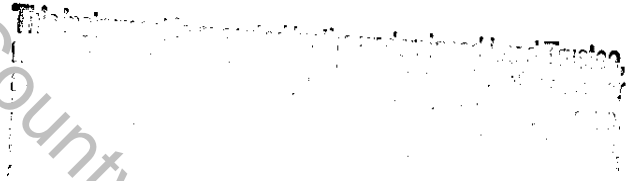
TRUSTEE'S ENDORSEMENT

Trustee hereby acknowledges receipt of this First Amendment to Mortgage and Other Documents and agrees that the Amended and Restated Collateral Agreement under Land Trust dated as of March 16, 2000 is amended hereby.

LASALLE BANK NATIONAL ASSOCIATION,
not personally but as Trustee u/t/a dated November 3,
1994 and known as Trust No. 119188

By *Nancy A. Carlin*
Its Assistant Vice President

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ACKNOWLEDGMENT

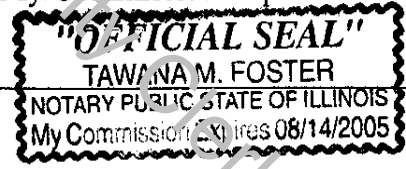
STATE OF IL)
) SS
 COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Nancy A. Carlin of LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee u/t/a dated November 3, 1994 and known as Trust No. 119188, 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 she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of August, 2003.

Tawana M. Foster
 Notary Public

My Commission Expires:



Notary Public's Office
 Cook County, Illinois

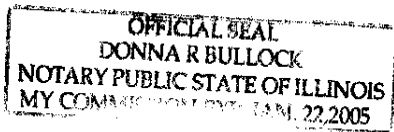
UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF LARUE)

I, Donna R. Bullock, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Reeve B. Waud of CHRISTIANA INDUSTRIES, L.L.C., a Delaware limited liability company, 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 said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of October, 2003.



Donna R Bullock

Notary Public

My Commission Expires:

Jan 22, 2005

**AFTER RECORDING, MAIL TO:
CHICAGO TITLE INSURANCE CO.
ATTN: LILIA RODRIGUEZ
171 N. CLARK ST. - MLC: 04SP
CHICAGO, IL 60601**

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF COOK)

I, PEGGY JOHNSON, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT LORA BACKOFEN of LASALLE BANK NATIONAL ASSOCIATION, 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 She signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of August, 2003.

Peggy Johnson
Notary Public



My Commission Expires:
6-19-07

PROPERTY OF COOK COUNTY Clerk's Office

UNOFFICIAL COPY**EXHIBIT A****Legal Description****PARCEL 1:**

LOT 8 IN BLOCK 3 IN BECKER'S ADDITION TO ROGERS PARK A SUBDIVISION OF THAT PART OF LOTS 2 AND 3 LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN RAILROAD IN THE PARTITION OF LOT 2 IN THE PARTITION OF THE NORTH ½ OF THE SOUTH ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF LOTS 3 AND 4 LYING SOUTH OF SAID RAILROAD RIGHT OF WAY IN THE PARTITION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION SITUATED IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 6 AND 7 IN BLOCK 3 IN BECKER'S ADDITION TO ROGERS PARK BEING A SUBDIVISION OF PART OF LOTS 2, 3 AND 4 IN PARTITION OF THE NORTH ½ OF THE SOUTH ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 4 AND 5 IN BLOCK 3 IN BECKER'S ADDITION TO ROGERS PARK (EXCEPT THE WEST 17 FEET) A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address for Parcels 1, 2 and 3: 6500-6508 N. Clark Street, Chicago, IL

P.I.N. for Parcels 1, 2 and 3: 11-31-416-040, 11-31-416-086 and 11-31-416-037

PARCEL 5:

LOTS 1, 2 AND 3 IN BLOCK 2 IN GALLUP AND SCHIESSWOHL'S ADDITION TO ROGERS PARK, A SUBDIVISION OF PART OF THE NORTH ½ OF THE SOUTH ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address for Parcel 5: 6550 N. Clark Street, Chicago, IL

P.I.N.: 11-31-414-048-0000