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Eugene "Gene" Moore Fee: \$46.00  
Cook County Recorder of Deeds  
Date: 12/05/2003 12:16 PM Pg: 1 of 12

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## AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND RELATED COLLATERAL DOCUMENTS

VP

by

3400 DUNDEE, LLC, LEVIN 3400 LLC,  
LEVY 3400 LLC, OLIVA 3400 LLC,  
THE RUDMAN FAMILY LIMITED PARTNERSHIP  
AND LIBERTYVILLE BANK AND TRUST COMPANY

Dated as of November 21, 2003

This Instrument Prepared By and  
to be Returned After Recording

to:

Michael L. Ralph, Jr.  
Richards, Ralph & Schwab, Chtd.  
175 E. Hawthorn Parkway  
Suite 345  
Vernon Hills, IL 60061

PIN Numbers:  
04-05-304-014-0000  
04-05-304-019-0000  
04-05-304-020-0000

# BOX 333-CTI

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## AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND RELATED COLLATERAL DOCUMENTS

This Amendment to Mortgage, Assignment of Rents, and Related Collateral Documents ("Amendment") is made and entered into effective November 21, 2003 by 3400 Dundee, LLC, an Illinois limited liability company ("3400 Dundee"); Levin 3400 LLC, an Illinois limited liability company ("Levin 3400"); Levy 3400 LLC, an Illinois limited liability company ("Levy 3400"); Oliva 3400 LLC, an Illinois limited liability company ("Oliva 3400"); The Rudman Family Limited Partnership, an Illinois limited partnership ("Rudman") (Levy 3400, Levin 3400, Oliva 3400 and Rudman are hereinafter collectively referred to as the "Mortgagor") and Libertyville Bank and Trust Company, (the "Mortgagee") in favor of Mortgagee.

### RECITALS

WHEREAS, 3400 Dundee and Rudman executed a certain Promissory Note dated as of June 1, 2002 in the principal amount of Six Million, Eight Hundred Thousand and NO/100 Dollars (\$6,800,000.00) (the "Note") payable to the order of Mortgagee to evidence a loan in said sum.

WHEREAS, 3400 Dundee and Rudman, to secure repayment of the Note and all renewals, extensions, or modifications thereof, executed and delivered to Mortgagee a Mortgage, together with any extensions or modifications thereof, (the "Mortgage"), as of June 1, 2002 and recorded in the office of the Cook County Recorder of Deeds as document number 20796157 pursuant to which the Mortgagor did mortgage, grant, warrant and convey to Mortgagee the premises legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

WHEREAS, 3400 Dundee and Rudman, to secure repayment of the Note, also executed and delivered to Mortgagee an Assignment of Rents recorded in the office of the Cook County Recorder of Deeds as document number 20796158 ("Assignment of Rents").

WHEREAS, 3400 Dundee and Rudman, to secure repayment of the Note, additionally executed and delivered, or caused to be executed and delivered, the following documents:

- (a) a Security Agreement dated as of June 1, 2002 made by 3400 Dundee and Rudman to the Bank ("Security Agreement");
- (b) Guarantees dated as of June 1, 2002 made by Gary J. Wool and Gary R. Janko to the Bank;
- (c) an Environmental and ADA Indemnity Agreement dated as of June 1, 2002 made by 3400 Dundee and Rudman to the Bank ("Environmental Agreement");

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- (d) an Assignment of Lessors' Interest in Leases dated as of June 1, 2002 made by 3400 Dundee and Rudman to the Bank ("Assignment of Lessors' Interest");
- (e) Subordination, Non-Disturbance and Attornment Agreements dated as of June 1, 2002 made by Lessees to the Bank (Subordination, Non-Disturbance and Attornment Agreements") (All of the above collectively referred to as the "Related Collateral Documents").

WHEREAS, on or about November 5, 2003, 3400 Dundee entered into a Purchase Agreement wherein it agreed to sell its undivided twenty percent (20%) interest in the Property to Levin 3400 and Levy 3400. Pursuant to the Purchase Agreement, Levin 3400 and Levy 3400 will each purchase a ten percent (10%) undivided interest in the Property.

WHEREAS, 3400 Dundee has requested that Mortgagee consent to the sale of its interest in the Property subject to the Mortgagee's existing Mortgage, Assignment of Rents and Related Collateral Documents.

WHEREAS, on or about November 11, 2003, Rudman entered into a Purchase Agreement wherein it agreed to sell an undivided twenty-five percent (25%) interest in the Property to Oliva 3400.

WHEREAS, Rudman has requested that Mortgagee consent to the sale of an undivided twenty-five percent (25%) interest in the Property subject to the Mortgagee's existing Mortgage, Assignment of Rents and Related Collateral Documents.

WHEREAS, after the sale to Oliva 3400 is effectuated, Rudman will retain an undivided fifty-five percent (55%) interest in the Property.

WHEREAS, Mortgagee has agreed to consent to the sales of the interests in the Property referenced above as requested by 3400 Dundee and Rudman respectively; provided Mortgagor executes (1) a new promissory note of even date herewith in favor of Mortgagee in the original principal amount of Six Million, Six Hundred Forty-Five Thousand and Forty and NO/100 Dollars (\$6,645,040.00) ("New Note"); (2) this Amendment to Mortgage, Assignment of Rents and Related Collateral Documents; and, (3) any further instruments as Mortgagee may reasonably require to document the amended terms of the aforesaid loan.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

**1. Incorporation of Recitals.** All of the foregoing recitals are incorporated herein by reference.

**2. Amendment to Mortgage.** The Mortgage is hereby amended to provide that it shall stand as security for the debt evidenced by the New Note in favor of Mortgagee.

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**3. Amendment to Assignment of Rents.** The Assignment of Rents is hereby amended to provide that it shall stand as security for the debt evidenced by the New Note.

**4. Amendment to Related Collateral Documents.** The Security Agreement, Environmental Agreement, Assignment of Lessors' Interest and Subordination, Non-Disturbance and Attornment Agreements are hereby amended to provide that these documents shall stand as security for the debt evidenced by the New Note.

**5. Assignment and Assumption.** 3400 Dundee and Rudman hereby convey, transfer and assign to Mortgagor all of their right, title and interest in the Mortgage, Assignment of Rents and Related Collateral Documents (hereinafter collectively referred to as the "Loan Documents"). In consideration of such assignment (which assignment the Mortgagor hereby accepts), the Mortgagor hereby assumes all of the obligations of 3400 Dundee and Rudman under the Loan Documents and hereby reaffirms and agrees to be bound by all representations, warranties, covenants and agreements of 3400 Dundee and Rudman set forth in the Loan Documents and to comply with all other terms and conditions of the Loan Documents.

**6. Acknowledgment of Amount.** The Mortgagor acknowledges that the principal amount due under the New Note as of November 1, 2003 is \$6,645,040.00.

**7. No Implied Amendments.** Except as expressly modified hereby, all of the terms and conditions of the Mortgage, Assignment of Rents and other Related Collateral Documents shall remain unchanged and in full force and effect, and any other pledge of the Property to secure any other obligations or debt under the Mortgage shall remain unaffected hereby.

**8. Reaffirmation.** Mortgagor hereby incorporates by reference herein and restates as of the date hereof, all of the representations, warranties, statements, undertakings, covenants, agreements, obligations, and indemnities (the "Undertakings"), of the Mortgagor, contained in the Mortgage or in any other instrument related thereto which has been submitted to the Mortgagee, and affirms that all such Undertakings are currently in full force and effect and shall remain continuously applicable to the transactions to which the Mortgage relates until all of the Mortgagor's obligations and liabilities to the Mortgagee are completely satisfied.

**9. Waiver.** Mortgagor acknowledges and agrees that as of the date hereof, the Mortgage, Assignment of Rents and Related Collateral Documents are good, valid and enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and constitute(s) the legally binding obligations of the Mortgagor to the Mortgagee. No event or act has occurred which might or could impair the enforceability thereof or result in the discharge of the Mortgagor thereunder or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which the Mortgagor has made or given to the Mortgagee. The Mortgagor waives and releases any causes of action it might have or claim to have against the Mortgagee arising out of or in any way related to the execution and enforcement of the Mortgage or the transactions to which it/they relate(s).

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**10. Affirmance of Mortgage, Assignment of Rents and Related Collateral Documents.** The Mortgage, Assignment of Rents, and Related Collateral Documents continue to be valid and subsisting liens upon the Property, which Property is free and clear of all other liens and encumbrances except those in favor of the Mortgagee or those which have been expressly permitted by the Mortgagee, if any.

MORTGAGOR:

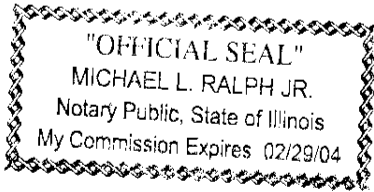
LEVIN 3400 LLC, an Illinois limited liability company

By: *Stuart Levin*  
Stuart Levin  
Its: MEMBER

STATE OF ILLINOIS )  
  ) ss.  
COUNTY OF Cook )

I, Michael L. Ralph, a Notary Public in and for said County in the State aforesaid, do hereby certify that Edward S. Levy who is 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 said instrument as his own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 11 day of November, 2003.  
*Michael L. Ralph*  
NOTARY PUBLIC



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LEVY 3400 LLC, an Illinois limited liability company

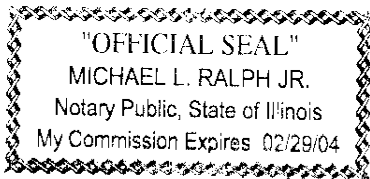
By: Edward S. Levy  
Edward S. Levy  
Its: Member

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Michael L. Ralph, a Notary Public in and for said County in the State aforesaid, do hereby certify that Edward S. Levy who is 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 said instrument as his own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 21st day of November, 2003.

Michael L. Ralph  
NOTARY PUBLIC



OLIVA 3400 LLC, an Illinois limited liability company

By: Samuel N. Oliva  
Samuel N. Oliva  
Its: Member

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Michael L. Ralph, a Notary Public in and for said County in the State aforesaid, do hereby certify that Samuel N. Oliva who is 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 said instrument as his own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 21st day of November, 2003.

Michael L. Ralph  
NOTARY PUBLIC



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THE RUDMAN FAMILY LIMITED  
PARTNERSHIP, an Illinois limited partnership

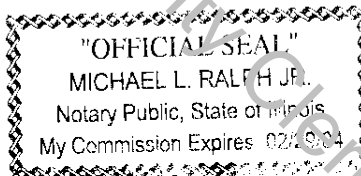
By: *MDR*  
Michael D. Rudman  
Its: General Partner

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF Cook     )

I, Michael L. Ralph, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael D. Rudman who is 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 said instrument as his own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 21st day of November, 2003.

*Michael L. Ralph*  
NOTARY PUBLIC





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MORTGAGEE:

LIBERTYVILLE BANK AND TRUST  
COMPANY

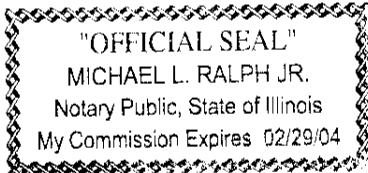
By: Brian B. Mikaelian  
Brian B. Mikaelian  
Its: Executive Vice-President

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Michael L. Ralph, a Notary Public in and for said County in the State aforesaid, do hereby certify that Brian B. Mikaelian who is 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 said instrument as his own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 21st day of November, 2003.

Michael L. Ralph  
NOTARY PUBLIC



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3400 DUNDEE, LLC, an Illinois limited liability company

By: *Gary J. Wool*  
Gary J. Wool

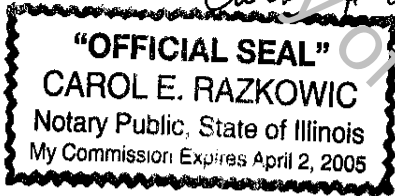
Its: *manager*

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF                    )

I, Carol E. Razkowic Notary Public in and for said County in the State aforesaid, do hereby certify that Gary J. Wool who is 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 said instrument as his own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 21<sup>st</sup> day of November, 2003.

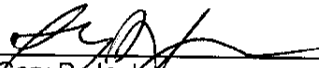
NOTARY PUBLIC *Carol E. Razkowic*

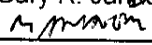


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3400 DUNDEE, LLC, an Illinois limited liability company

By:   
Gary R. Janke

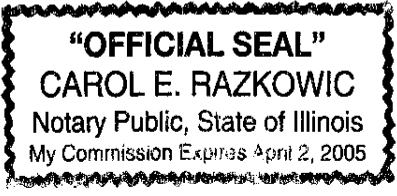
Its: 

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF                            )

I, Carol E. Razkowic, a Notary Public in and for said County in the State aforesaid, do hereby certify that Gary R. Janke who is 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 said instrument as his own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 21<sup>st</sup> day of November, 2003.

NOTARY PUBLIC 



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## EXHIBIT A LEGAL DESCRIPTION OF PREMISES

### PARCEL 1:

THE NORTH 1 ACRE OF THE WEST 2 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET OF THE WEST 16 FEET) OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE WEST 4 ACRES (EXCEPT THEREFROM THE FOLLOWING: THE NORTH 1 ACRE OF THE WEST 2 ACRES THEREOF; THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES THEREOF, AND THE SOUTH 50 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, AND 3, AS CREATED BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK, LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1978 AND KNOWN AS TRUST NUMBER 10-33602-09 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1983 AND KNOWN AS TRUST NUMBER 60300, DATED JULY 9, 1984 AND RECORDED JULY 13, 1984 AS DOCUMENT 27171232, AND BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE ABOVEMENTIONED PARTIES, DATED SEPTEMBER 11, 1985 AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85320712 FOR INGRESS, EGRESS, DRIVEWAY AND OFF-STREET PARKING OVER PORTIONS OF THE FOLLOWING LEGAL DESCRIPTIONS:

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PARCEL "A":

THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

PARCEL "B":

THE EAST 2 ACRES OF THE WEST 6 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN IN CASE NO. 70L1934, BY THE COUNTY OF COOK), IN COOK COUNTY, ILLINOIS.

The Real Estate is commonly known as:  
3400 Dundee Road, Northbrook, Illinois 60062

County of Cook County Clerk's Office