



0333942236

Doc#: 0333942236
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 12/05/2003 12:11 PM Pg: 1 of 4

When recorded return to:

Bank One, NA
1 Bank One Plaza
Chicago, Illinois 60670
Attn: Gale Olson
Mail Suite IL1-0951

This space reserved for Recorder's use only

AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Amendment is made as of October 28, 2003 (the "Effective Date"), by Tectonics, L.L.C., an Illinois limited liability company (the "Mortgagor") and Bank One, NA, a national banking association, with its main office in Chicago, Illinois ("Mortgagee").

RECITALS

A. Mortgagor previously executed and delivered to Mortgagee that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated June 30, 2003, and recorded on July 14, 2003, with the Recorder's Office of Cook County, Illinois, as Document Number 0319534106 (the "Mortgage"), mortgaging and encumbering the real property, and all improvements thereon, described in Exhibit "A" attached hereto and incorporated herein by reference. The Mortgage was executed by Mortgagor to secure, among other things, a promissory note dated June 30, 2003, made by William A. Rogers, L.L.C., an Illinois limited liability company (the "Borrower") payable to the order of Mortgagee in the sum of \$600,000.00 (the "Note") and interest as specified therein, and all extensions, renewals, revisions, modifications and replacements thereof in whole or in part as provided in the Mortgage.

B. Mortgagee and Borrower have entered into or contemplate entering into a Second Modification Agreement (the "Agreement") which, among other things, provides that the principal amount of the Note shall be increased, as more fully set forth below, and the Mortgagor and the Mortgagee desire to enter into this Amendment to so amend the principal amount of the Note as stated in the Mortgage.

Now, therefore, in consideration of the premises, the promises hereinafter set forth and for other good and valuable consideration, the receipt of which, is hereby acknowledged, Mortgagor and Mortgagee hereby confirm and agree as follows:

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AGREEMENT

1. The Mortgage is hereby amended to provide that the principal amount of the Note is \$995,000.00.

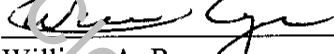
2. Mortgagor confirms and restates all the representations and warranties contained in the Mortgage, as amended hereby, as of the date hereof.

3. Mortgagor will execute and deliver such further instruments and do such other things as in the sole opinion of Mortgagee are necessary or desirable to effect the intent of this Amendment and to secure to Mortgagee the benefits of all rights, authorities and remedies conferred upon Mortgagee by the terms of this Amendment. Without limiting the generality of the foregoing, Mortgagor, at its expense, will perform all acts and execute and deliver all instruments necessary or required by Mortgagee in order to maintain the Mortgage, as amended hereby, as a lien on the real and personal property covered by the Mortgage, subject only to those encumbrances set forth in the Mortgage.


4. Mortgagor and Mortgagee hereby ratify and confirm the Mortgage, as amended hereby, in all respects and acknowledge and agree that the terms of the Mortgage, as amended hereby, remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is duly executed by Mortgagor and Mortgagee as of the Effective Date.

Tectonics, L.L.C., an
Illinois limited liability company

By: 
Name: William A. Rogers
Title: Member

Bank One, NA, a national banking
association

By: 
Name: Carol Davis
Title: Vice President

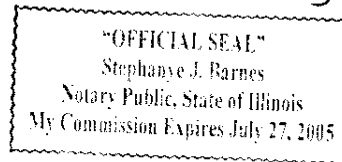
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STATE OF ILLINOIS)
)SS:
COUNTY OF Cook)

I, Stephanye J. Barnes, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that the foregoing instrument was acknowledged before me on October 31, 2003, by William A. Rogers, as member of Tectonics, L.L.C., an Illinois limited liability company, on behalf of the limited liability company.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Stephanye J. Barnes
Notary Public
My Commission Expires: 7/27, 2005

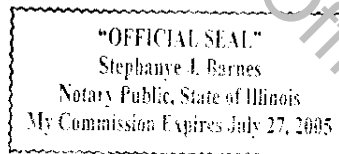


STATE OF ILLINOIS)
)SS:
COUNTY OF Cook)

I, Stephanye J. Barnes, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that the foregoing instrument was duly acknowledged before me on October 31, 2003, by Calvin Brues, as Vice President of Bank One, NA, a national banking association, on behalf of the national banking association.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Stephanye J. Barnes
Notary Public
My Commission Expires: 7/27/2005



This Instrument Prepared by: Gale Olson

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EXHIBIT "A"

All that real property more particularly described as follows:

PARCEL 1:

UNIT NUMBERS 3113-4, 3127-2, 3145-2 IN BERNICE TERRACES CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 26 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 97-289877, AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION AND GRANT RECORDED APRIL 28, 1997 AS DOCUMENT 97-289876.

ADDRESSES: 3113-4, 3127-2, AND 3145-2 BERNICE AVENUE
LANSING, ILLINOIS 60438

PINS:30-30-408-057-1058 (UNIT 3113-4)
30-30-408-057-1020 (UNIT 3127-2)
30-30-408-057-1038 (UNIT 3145-2)