

# UNOFFICIAL COPY



This instrument was prepared by  
and, after recording, return to:  
John F. Slade  
Geneva Leasing Associates, Inc.  
1525 Kautz Road  
Suite 100  
West Chicago, Illinois 60185

Doc#: 0333933187  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 12/05/2003 10:57 AM Pg: 1 of 8

CT 1 8786013 PHL LMD N/A AOS 2/4

Permanent Real Estate Tax Index No.:  
See **Exhibit A** attached

## FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE ("First Amendment") made and effective as of **October 24, 2003**, is made by

**JUNEWAY SHERIDAN, L.L.C.**  
**An Illinois Limited Liability Company**  
**2610 West Division**  
**Chicago, Illinois 60622**

("Mortgagor" sometimes referred to as "Borrower") in favor of Geneva Leasing Associates, Inc., an Illinois corporation, its participants, successors and assigns, 1525 Kautz Road, Suite 100, West Chicago, Illinois 60185, Attention: President ("Mortgagee" sometimes referred to as "Secured Party").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Revolving Credit Construction Loan Agreement between Borrower and Lender dated the 24th day of October, 2001 (the "Loan Agreement");

WHEREAS, as a condition of the Loan Agreement, Borrower and Lender entered into that certain Mortgage and Security Agreement dated as of October 24, 2001, and recorded with the Cook County Recorder on November 1, 2001 as instrument # **0011022696** (the "Mortgage");

WHEREAS, Mortgagor and Mortgagee have agreed to modify the terms of the Loan Agreement pursuant to the First Amendment to Revolving Credit Construction Loan Agreement, dated as of October 24, 2003 ("Amended Loan Agreement") and to modify the terms the underlying Revolver Note pursuant to the Amendment to Revolver Note of even date herewith ("Amendment to Note");

**BOX 333**

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WHEREAS, as a condition of the Amended Loan Agreement, Mortgagor and Mortgagee have agreed to execute this First Amendment; and

WHEREAS, subject to the terms and conditions of this First Amendment, Mortgagor desires to amend the Mortgage as provided herein.

NOW THEREFORE, in consideration of the premises herein contained, the loans and other financial accommodations heretofore, now or hereafter made to Mortgagor by Mortgagee, and for other good and valuable consideration (the receipt, sufficiency and adequacy of which are hereby acknowledged), the parties agree as follows:

1. Defined Terms. Terms capitalized herein and in the recitals hereto and not otherwise defined herein shall have the meanings ascribed to such terms in the Mortgage or Loan Agreement, as the case may be.
2. Amendments to Mortgage. Subject to the terms and conditions contained herein, Mortgagor and Mortgagee hereby amend the Mortgage in respect of the matters set forth in this Section 2.
  - (a) For all purposes, the definition of (i) "Mortgage" shall be the Mortgage, as amended by this First Amendment; (ii) "Loan Agreement" shall be the Loan Agreement, as amended by the Amended Loan Agreement; (iii) "Note" shall be the Revolver Note, as amended by the Amendment to Note; and (iv) "Loan Documents" shall be as defined in Loan Agreement, as amended by the Amended Loan Agreement.
  - (b) Pursuant to the Amendment to Note, the Maturity Date of the Note is extended to October 24, 2004.
3. Effect on Mortgage; Reaffirmations.
  - (a) Except as expressly provided herein, the Mortgage and all documents, agreements, certificates and instruments executed in connection therewith shall remain unmodified and in full force and effect and are hereby ratified and confirmed in all respects.
  - (b) The execution, delivery and effectiveness of this First Amendment shall not operate as a waiver of: (i) any right, power or remedy of Mortgagee under the Mortgage or any of the Loan Documents, or (ii) any Default or Event of Default under the Mortgage.
4. Costs, Expenses and Taxes. Without limiting the obligation of Mortgagor to reimburse Mortgagee for costs, fees, disbursements and expenses incurred by Mortgagee pursuant to the Mortgage, Mortgagor agrees to also pay on demand all costs, fees, disbursements and expenses of Mortgagee in connection with the preparation, execution and delivery of this First Amendment and the other agreements, instruments and documents contemplated hereby (including, without limitation, the reasonable fees, disbursements and out-of-pocket costs and expenses of counsel for Mortgagee

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with respect thereto).

5. Representations, Warranties and Covenants. Mortgagor hereby represents and warrants to Mortgagee that: (i) this First Amendment, the Amendment to Note, and the actions on the Mortgagor's part contemplated hereby have been duly approved by all requisite action on the part of the Mortgagor; (ii) this First Amendment and each of the other Loan Documents constitute the legal, valid, and binding obligations of the Mortgagor, enforceable in accordance with their respective terms; (iii) the representations and warranties of the Mortgagor contained in the Mortgage, the Loan Agreement and the other Loan Documents, as amended, are true and correct in all material respects on and as of the date hereof to the same extent as though made on and as of the date hereof except to the extent such representations and warranties specifically relate to an earlier date, in which case they are true and correct as of such earlier date; and (iv) after giving effect to this First Amendment, no Default or Event of Default exists.
  
6. Release. In further consideration of the Mortgagee's execution of this First Amendment, Mortgagor hereby forever remises, releases, acquits, satisfies and forever discharges the Mortgagee and its participants, officers, employees, directors, representatives, agents, successors and assigns (collectively, the "Releasees") from any and all claims, demands, liabilities, disputes, damages, suits, controversies, penalties, fees, costs, expenses, actions and causes of action (whether at law or in equity) and obligations of every nature whatsoever, whether liquidated or unliquidated, known or unknown, matured or unmatured, fixed or contingent, that the Mortgagor ever had, now has, or may have against or seek from any or all of the Releasees, that arise from or relate to any actions that any or all of the Releasees may have taken or omitted to take prior to the date this First Amendment was executed, including, without limitation, with respect to the Liabilities, any Collateral, the Premises, the Mortgage and any of the Loan Documents, other than for the Mortgagee's gross negligence or willful misconduct. The Mortgagor acknowledges that the Mortgagee is specifically relying upon the representations, warranties and agreements contained herein and that such representations, warranties and agreements constitute a material inducement to the Mortgagee in entering into this First Amendment. All costs provided for herein and paid for by Mortgagee shall be so much additional indebtedness and shall become immediately due and payable upon demand by Mortgagee and with interest thereon from the date incurred by Mortgagee until paid at the default rate of interest provided under the Revolver Note.
  
9. Miscellaneous.
  - (a) This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, the Mortgagor may not assign this First Amendment or any of its rights or obligations hereunder without the prior written consent of Mortgagee.
  
  - (b) This First Amendment and each of the other Loan Documents constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, discussions, representations, warranties, commitments, writings or other

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agreements or understandings with respect thereto.

- (c) No waiver and no modification or amendment of any provision of this First Amendment shall be effective unless specifically made in writing and duly signed by the Mortgagor and Mortgagee.
- (d) Paragraph and subparagraph titles, captions and headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this First Amendment or the intent of any provision hereof.
- (e) No failure or delay on the part of Mortgagee to exercise any right, power or privilege hereunder or under any instrument executed pursuant hereto shall operate as a waiver nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- (f) Any reference to the Mortgage contained in any notice, request, certificate, agreement, instrument, or other document executed concurrently with or after the execution and delivery of this First Amendment shall be deemed to include this First Amendment unless the context shall otherwise expressly specify.
- (g) Notwithstanding anything contained herein, the terms of this First Amendment are not intended to and do not serve to effect a novation as to the Mortgage. The parties hereto expressly do not intend to extinguish the Mortgage. Instead, it is the express intention of the parties hereto to reaffirm the Mortgage and the indebtedness created under the Mortgage which is evidenced by the Revolver Note (as modified by the "Amendment to Note" dated of even date herewith between the Mortgagor and the Mortgagee), and secured by the Mortgage and the Premises. The Mortgage, as amended hereby, and each of the other Loan Documents, remain in full force and effect.

[Signature Page to follow]

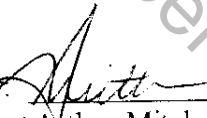
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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this First Amendment to Mortgage to be executed, for them by their respective duly authorized representatives, as of the day and year first above written.

**“Mortgagor”**

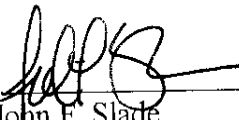
**JUNEWAY SHERIDAN, L.L.C.**  
an Illinois limited liability company

By: Sproul Mitchell Builders, Inc.  
an Illinois corporation  
Its: Manager

By:   
\_\_\_\_\_  
Arthur Mitchell  
Its: President

**“Mortgagee”**

**Geneva Leasing Associates, Inc.**

By:   
\_\_\_\_\_  
John F. Slade  
Its: Executive Vice President

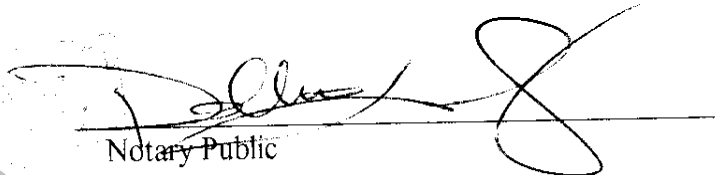
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **Arthur Mitchell**, personally known to me to be the **President** of **Sproul Mitchell Builders, Inc.**, an Illinois corporation, the **Manager** of **JUNEWAY SHERIDAN, L.L.C.**, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, and the free and voluntary act and deed of the aforesaid companies, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 3<sup>rd</sup> day of **October, 2003.**

  
\_\_\_\_\_  
Notary Public

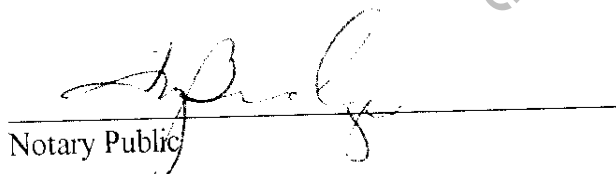
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **John F. Slade**, personally known to me to be the **Executive Vice President** of **GENEVA LEASING ASSOCIATES, INC.**, an Illinois corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, and the free and voluntary act and deed of the aforesaid companies, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this \_\_\_\_\_ th day of **October, 2003.**



  
\_\_\_\_\_  
Notary Public

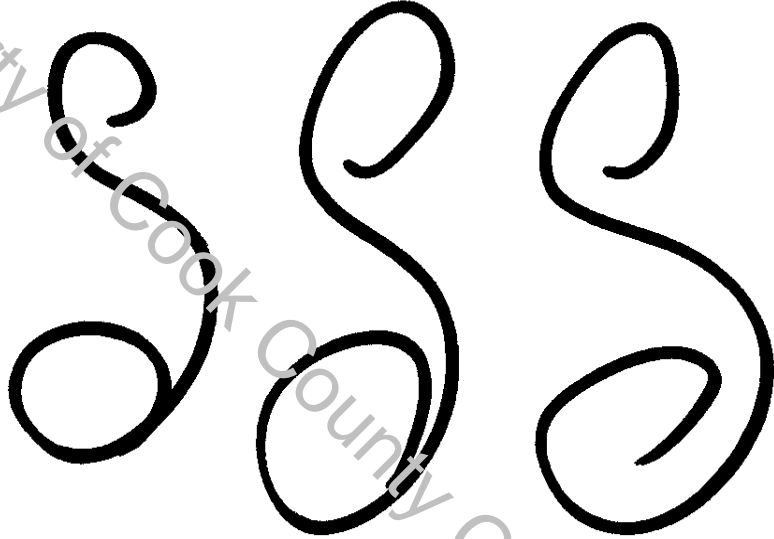
My Commission Expires: 7-15-06

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Exhibit A  
to  
First Amendment to Mortgage and Security Agreement  
between  
**Manager of Mansions at Prairie Place, L.L.C.** ("Mortgagor")  
and  
**Geneva Leasing Associates, Inc.** ("Mortgagee")

Legal Description  
(See Attached)

Property of Cook County Clerk's Office

A large, thick, black, stylized scribble or signature that appears to be a series of connected loops and curves, possibly representing a signature or a large 'S'.



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STREET ADDRESS: 7750 N. SHERIDAN ROAD

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 11-29-101-021

LEGAL DESCRIPTION:

PCL 1:

11-29-101-029

(RESIDENTIAL) UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 29, 30, 32, 35, 36, 40, 50, 54, AND 57, ALSO TANDEM 1, TANDEM 4, PARKING SPACES P-1, P-3, P-4, P-5, P-6, P-7, P-9, P-16, P-17, ALSO D, I, J, K, M, P AND G-1, G-2, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-16, G-17 AND 6-18 IN THE LAKEVIEW POINTE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOTS 1 TO 7 INCLUSIVE (EXCEPT THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 7; THENCE EAST 51.94 FEET; THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID LOT 7, 38.61 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE WEST TO THE NORTH WEST CORNER THEREOF; THENCE SOUTH ON THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING) IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON, BEING A SUBDIVISION OF LOTS 44 TO 46 IN LOWENMEYER'S LAKESIDE TERRACE ADDITION TO EVANSTON, ALSO OF LOTS 1, 2 (EXCEPT THE WEST 20 FEET OF SAID LOT 2) IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON ALSO THE VACATED PART OF SHERIDAN ROAD DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF LOT 1 IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO THE SOUTH WEST CORNER OF LOT 44 IN LOWENMEYER'S LAKESIDE TERRACE ADDITION TO EVANSTON; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 44 TO THE NORTH WEST CORNER THEREOF; THENCE WEST IN A STRAIGHT LINE TO THE NORTH EAST CORNER OF LOT 2 IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING ALL IN THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 7 IN FERGUSON BIRCH PARK ADDITION TO EVANSTON DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EAST 51.94 FEET; THENCE NORTHERLY ON A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 7, 38.61 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING; IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

ALL THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY, LYING NORTH OF THE NORTH LINE OF LOTS 1 TO 7, BOTH INCLUSIVE, IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON, AFORESAID, WHICH LIES WEST OF THE WEST LINE OF N. SHERIDAN ROAD EXTENDED NORTH AND EAST OF THE WEST LINE OF LOT 7, EXTENDED NORTH, IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON. WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0030097477, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.