

# UNOFFICIAL COPY



PREPARED BY AND AFTER  
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Doc#: 0402035103  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 01/20/2004 09:32 AM Pg: 1 of 5

LaSalle Bank National Association  
135 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Daniel E. Sullivan, Jr.

PERMANENT INDEX NUMBERS:

03-14-302-009  
03-14-302-010  
03-14-302-011

PROPERTY ADDRESS:

270-290 Holbrook Drive  
Wheeling, Illinois 60090

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FIRST MODIFICATION OF REVOLVING CREDIT MORTGAGE, ASSIGNMENT OF RENTS  
AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT

This Agreement entered into as of October 29, 2003 by and between DPK, LLC, an Illinois limited liability company, having an office located at 3258 Pleasant Run, Northbrook, Illinois 60062 (the "Mortgagor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, having its main office at 135 South LaSalle Street, Chicago, Illinois (the "Mortgagee").

RECITALS:

A. Mortgagor executed a Revolving Credit Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement dated February 6, 2003 and recorded on May 19, 2003 as Document No. 0313707157 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office"), as amended by a First Amendment to Note and Loan Documents executed by Mortgagor, Holbrook and the Bank dated August 1, 2003 (the "Mortgage") and encumbering certain property commonly known as 270-290 Holbrook Drive, Wheeling, Illinois and as more particularly described in Exhibit A attached hereto (the "Premises").

BOX 333-CT

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B. The Mortgage secures that certain Revolving Note dated February 6, 2003, in the original principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) executed by Holbrook Mfg., Inc. ("Holbrook"), as modified by a Modification Revolving Note of even date hereof in the principal amount of Four Million Dollars (\$4,000,000) from the Mortgagor and Holbrook (collectively, which such note, together with any and all extensions, renewals and modifications thereof and substitutions therefor, is referred to herein as the "Note").

C. Mortgagor desires hereby to amend the Mortgage in connection with the increase in the Note from Mortgagor in the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) to the Note from Mortgagor and Holbrook in the principal amount of Four Million Dollars (\$4,000,000).

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Note Secured. (a) The term "Note" as defined in the Mortgage is amended to be the "Note" as defined herein.

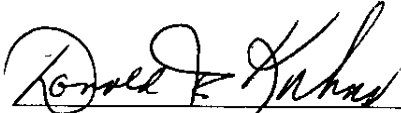
(b) Mortgagor expressly agrees that the Mortgage secures the Note and any and all extensions, renewals, modifications and substitutions therefor and any other sums, liabilities or indebtedness as set forth in the Mortgage.

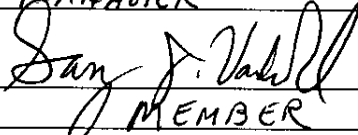
2. Continuing Effect. All the terms of the Mortgage are hereby incorporated by reference herein, and the Mortgage, except as hereby modified, shall remain in full force and effect in all respects. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.

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IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

DPK, LLC

By:   
Its: MANAGER

By:   
Its: MEMBER

LASALLE BANK NATIONAL  
ASSOCIATION

By:   
Its: VP

Property of Cook County Clerk's Office

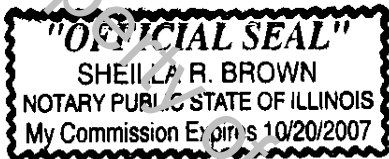
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, Sheilla R. Brown, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Donald Kuhns and Gary Vander Pool, personally known to me, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of October, 2003.



Sheilla R. Brown  
Notary Public

My Commission Expires: 10/20/07

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

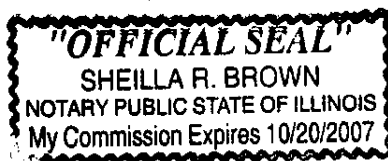
I, Sheilla R. Brown, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel E. Sullivan, Jr. of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/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 31st day of October, 2003.

Sheilla R. Brown  
Notary Public

My Commission Expires: 10/20/07

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## EXHIBIT A

### Legal Description

LOT 7, 8 AND 9 IN THE FIRST ADDITION TO PALATINE EXPRESSWAY INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 27, 1970 AS DOCUMENT LR 2493375 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 14, 1970, AS DOCUMENT 21057505.

PROPERTY ADDRESS: 270-290 Holbrook Drive  
Wheeling, Illinois 60090

P.I.N.: 03-14-302-009  
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