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This instrument was prepared by,
and after recording return to:

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PINs: 08-16-401-031-0000
08-16-401-032-0000



Doc#: 0408935254
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 03/29/2004 01:21 PM Pg: 1 of 7

ABOVE SPACE FOR RECORDER'S USE ONLY

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("Agreement"), is made as of February 17, 2004, by and between H.P. LINCOLN ATRIUM, L.L.C., an Illinois limited liability company ("Mortgagor"), and FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation and successor to Old Kent Bank ("Mortgagee").

WITNESSETH:

A. Mortgagor and Mortgagee are parties to a Mortgage and Security Agreement dated as of February 3, 2000, and recorded February 14, 2000, as Document No. 00108519 with the Cook County Recorder of Deeds (the "Mortgage"), with respect to the real estate described on Exhibit A hereto (the "Property") securing, among other things, Mortgagor's \$5,200,000.00 indebtedness to Mortgagee under that certain Promissory Note dated as of February 3, 2000 (the "Promissory Note"); and

B. Mortgagor has filed a Declaration of Condominium Ownership (the "Declaration") with respect to the Property pursuant to the Illinois Condominium Property Act (the Units thereby created upon the effectiveness of such filing are hereinafter designated "Units"); and

C. Mortgagor has requested Mortgagee to modify and amend the Mortgage to allow for the partial release of its mortgage with respect to those portions of the Property comprising Units, upon the closing of sale of such Units and the payment to Mortgagee of the net sales proceeds therefrom, after allowance for customary closing costs, and Mortgagee has agreed to modify and amend the Mortgage, pursuant to the terms and conditions of a First Amendment to Promissory Note dated even date herewith ("First Amendment to Promissory Note") and this Agreement;

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NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation and Definitions. The foregoing recitals and all Exhibits hereto are hereby made a part of this Agreement and incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them, respectively, in the Promissory Note and Mortgage.

2. Partial Release of Units. Commencing the effective date of the Declaration, and provided no Event of Default has occurred and is continuing under the Promissory Note, Mortgage or other Security Documents, Mortgagee shall issue a partial release of its Mortgage with respect to a Unit simultaneously with the closing of sale of such Unit and upon payment by Mortgagor to Mortgagee of an amount equal to the gross proceeds from the sale of such Unit less the reasonable costs incurred by Mortgagor in connection with such sale. Mortgagor may request and Mortgagee will provide a pay-off letter reflecting the amount necessary to secure a release of a Unit from the lien of Mortgagee's Mortgage. Upon receipt of the sum specified in such payoff letter with respect to such Unit, Mortgagee shall execute and deliver its partial release of such Unit from the lien of the Mortgage.

3. Additional Covenants of Mortgagor. Mortgagor shall reimburse Mortgagee for all reasonable costs incident to (i) recording this Agreement with the Recorder's Office of Cook County, Illinois, and (ii) the preparation and recording of partial releases of its Mortgage with respect to Units.

4. Reaffirmation of Mortgage. All of the terms, conditions, agreements and provisions set forth in the Mortgage, as heretofore, hereby and hereafter amended, modified and supplemented, shall be and they hereby are reaffirmed, ratified and confirmed in their entirety and incorporated herein by reference as if fully set forth herein. All references in the Mortgage to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended by this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Representations and Warranties. To induce Mortgagee to enter into this Agreement, Mortgagor represents and warrants that, as of the date of this Agreement, no Event of Default or event or condition which, with notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing under the Mortgage, Note or other security Documents, and Mortgagor affirms the representations and warranties contained in the Mortgage shall be true and correct as of the date of this Agreement, except that they shall be deemed also to refer to this Agreement.

6. Miscellaneous. The title of this Agreement and the headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and should not be deemed in any manner to modify, explain, expand or

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restrict any of the provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Mortgagor and Mortgagee, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the date and year first above written.

FIFTH THIRD BANK (CHICAGO), a
Michigan banking corporation

H.P. LINCOLN ATRIUM, L.L.C.,
an Illinois limited liability company

By: Richard H. Orlath
Its: Vice President

By: J. F. O'Shea
Its: Managing Member

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

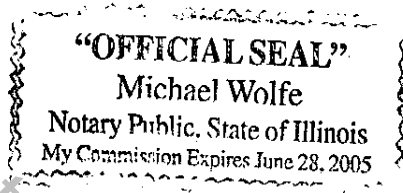
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that RICHARD TREMBATH, VICE PRESIDENT of FIFTH THIRD BANK, (CHICAGO), personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such VICE-PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 17th day of February, 2004.



NOTARY PUBLIC

Commission expires _____, 200__



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

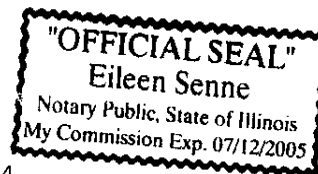
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John A. Poplar, a Managing Member of H.P. LINCOLN ATRIUM, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Managing Member, appeared before me this day in person and acknowledged that he signed and delivered the 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 Notary Seal this 17th day of February, 2004.



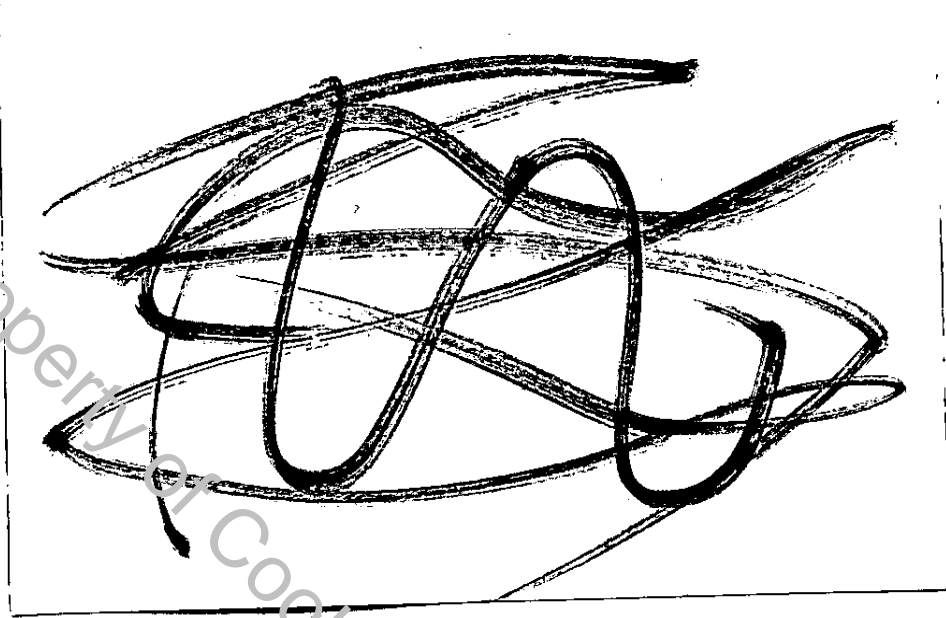
NOTARY PUBLIC

Commission expires _____, 200__



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EXHIBIT A
LEGAL DESCRIPTION



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UNOFFICIAL COPY**PARCEL 1:**

UNITS 2-5 IN THE LINCOLN ATRIUM CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL A:

THAT PART OF LOT 2 IN LINCOLN EXECUTIVE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN AUGUST BUSSE'S DIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1981 AS DOCUMENT 26056020, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 2, SAID POINT BEING 505.81 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREE, 01 MINUTE, 27 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 505.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES, 58 MINUTES, 33 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 39.75 FEET (RECORDED 39.75 FEET) TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 2;

THE FOLLOWING 3 COURSES ARE ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE NORTH 08 DEGREES, 28 MINUTES, 33 SECONDS WEST, A DISTANCE OF 70.94 FEET (RECORDED 70.88 FEET) TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 33 DEGREES, 58 MINUTES, 33 SECONDS WEST, A DISTANCE OF 182.00 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 00 DEGREE, 01 MINUTE, 27 SECONDS EAST, A DISTANCE OF 284.77 FEET TO A CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES, 58 MINUTES, 33 SECONDS EAST, A DISTANCE OF 152.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

LOT 1 IN LINCOLN EXECUTIVE PLAZA SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN AUGUST BUSSE'S DIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1981 AS DOCUMENT 26056020, (EXCEPT THAT PORTION OF LOT 1 TAKEN BY CONDEMNATION IN CASE 94L50202), AND

EXCEPT THAT PART OF LOT 1 IN LINCOLN EXECUTIVE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN AUGUST BUSSE'S DIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1981 AS DOCUMENT 26056020, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 27 DEGREES, 05 MINUTES, 35 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 11.27 FEET TO THE POINT OF BEGINNING AT THE SOUTHWESTERLY LINE OF ALGONQUIN ROAD AS WIDENED; THENCE SOUTH 63 DEGREES, 11 MINUTES, 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF ALGONQUIN ROAD AS WIDENED, A DISTANCE OF 15.70 FEET (SAID SOUTHWESTERLY LINE OF ALGONQUIN ROAD AS WIDENED, BEING A STRAIGHT LINE DRAWN FROM POINT ON THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 11.27 FEET AS MEASURED

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ALONG SAID WESTERLY LINE, SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 1 TO A POINT ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 11.18 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1); THENCE SOUTH 26 DEGREES, 48 MINUTES, 58 SECONDS WEST, A DISTANCE OF 21.29 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 53 SECONDS EAST, A DISTANCE OF 22.07 FEET; THENCE SOUTH 49 DEGREES, 43 MINUTES, 46 SECONDS EAST, A DISTANCE OF 33.35 FEET; THENCE SOUTH 40 DEGREES, 16 MINUTES, 14 SECONDS WEST, A DISTANCE OF 104.60 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 225.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 5.12 FEET TO THE WEST LINE OF SAID LOT 1 (THE CHORD OF SAID ARC BEARS SOUTH 39 DEGREES, 37 MINUTES, 07 SECONDS WEST, A DISTANCE OF 5.12 FEET); THENCE NORTH 00 DEGREE, 01 MINUTE, 27 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 78.40 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 27 DEGREES, 05 MINUTES, 35 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 84.15 FEET TO THE POINT OF BEGINNING;
WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 22, 2004 AS DOCUMENT 0402232122, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

SIGN EASEMENT FOR THE BENEFIT OF PARCEL B ABOVE, AS CREATED BY THE FIRST AMENDMENT TO THE CONFIRMATION AND GRANT OF EASEMENT RECORDED APRIL 22, 1991 AS DOCUMENT 91184438 BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 23527 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 23953 OVER A PART OF LOT 3 IN LINCOLN EXECUTIVE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN AUGUST BUSSE'S DIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1981 AS DOCUMENT 26056020, IN COOK COUNTY, ILLINOIS.