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**This Document Prepared by
and After Recording Return To:**

Ernest D. Simon
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30 S. Wacker, Dr., Suite 2900
Chicago, Illinois 60606

Doc#: 0411406053
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 04/23/2004 09:23 AM Pg: 1 of 7

Common Address:

955 W. Cermak Rd., Chicago, Illinois

**SECOND AMENDMENT TO PROMISSORY NOTE, MORTGAGE
AND
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT**

THIS SECOND AMENDMENT TO PROMISSORY NOTE, MORTGAGE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "**Amendment**") is dated for reference purposes only as of December 12, 2003 by the Cermak-Morgan LLC, as mortgagor ("**Mortgagor**"), whose address is 1331 Davis Road, Elgin, Illinois 60123, in favor of Bank One, NA (as successor by merger to American National Bank and Trust Company of Chicago), whose address is 120 S. LaSalle Street, Chicago, Illinois 60603 ("**Mortgagee**"), as mortgagee.

RECITALS:

- A. Mortgagor is the owner of the land described on Exhibit A attached hereto, together with all improvements thereon.
- B. Mortgagee has heretofore made a loan to Mortgagor ("**Loan**") as evidenced by a Promissory Note dated December 12, 2001 in the amount of Six Million Five Thousand and No/100 Dollars (\$6,500,000.00) ("**Original Note**") as amended by a First Amendment to note dated for reference purposes December 12, 2003 ("**First Amendment**") (Original Note and First Amendment collectively, the "**Amended Note**").
- C. Mortgagor has requested and Mortgagee has agreed to extend the maturity of the Loan.
- D. The Amended Note and all other obligations and liabilities of Mortgagor are secured, *inter alia*, by a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of December 12, 2001 and recorded as Document Number 11229551 with the Recorder of Deeds of Cook County, Illinois (the "**Original Mortgage**"), and amended by a First Amendment dated for reference purposes as of December 12, 2002 (the "**First Amendment**") (the Original Mortgage and First Amendment collectively, the "**Amended Mortgage**").
- E. Mortgagor and Mortgagee desire to further modify the Amended Note and Amended Mortgage in accordance with the terms set forth below.

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NOW, THEREFORE, in consideration of the mutual agreements herein contained and upon the Mortgagor making a payment to Mortgagee of Two Hundred Thousand and No/100 Dollars (\$200,000.00) on execution hereof and an additional payment of Two Hundred Thousand and No/100 Dollars (\$200,000.00) on or before June 30, 2004, each to be applied to principal and other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Recital Representations. Mortgagor hereby represents that the foregoing Recitals are (a) true and accurate and (b) an integral part of this Amendment. Mortgagor and Lender hereby agree that all of the Recitals of this Amendment are hereby incorporated into this Amendment and made a part hereof.

2. Amendment to Recitals of Amended Mortgage. The Amended Mortgage is hereby amended by amending the definition of Note set forth in the Recitals thereof by deleting Recital B of the Amended Mortgage in its entirety, and substituting the following therefor:

B. Note. Borrower executed and delivered to Lender a promissory note in the original principal amount of \$6,500,000.00 (said note, as it may be amended, modified, extended, supplemented, restated or replaced is referred to herein as the "Note"), bearing interest at the interest rate per annum described therein (the "Interest Rate"). Upon the occurrence of an event of default and certain other circumstances, interest under the terms of the Note is charged at a default rate of interest (the "Default Rate"). The Note is incorporated herein by reference as if fully set forth herein. The Note is payable to the order of Lender at its principal place of business set forth above, and is due and payable in full if not sooner paid on or before December 12, 2004, subject to acceleration as provided in the Note, this Mortgage, or the other Loan Documents, defined below. All principal and interest on the Note are payable in lawful money of the United States of America at the office of Lender set forth above, or at such place as the holder thereof may from time to time appoint in writing.

3. Amendment to Note. Section 1(h) of the Amended Note is hereby deleted in its entirety and the following is substituted therefore:

(h) Principal Payments. All outstanding principal and interest is due and payable in full on December 12, 2004, which is defined herein as the "Principal Payment Date". The Borrower shall select interest rates and Interest Periods such that on the Principal Payment Date the sum of the principal amount of the Prime Rate Advance outstanding on that date plus the aggregate principal amount of the Eurodollar Advances with Interest Periods ending on that date is equal to the Principal Payment due on that date. Any election which does not comply with this requirement will be invalid and Lender may, but will not be required to, honor such election.

4. Modification of Terms. All references in the Amended Mortgage and all other Loan Documents to the "Mortgage" shall mean the Amended Mortgage, as amended hereby. All references in the Amended Mortgage and all other Loan Documents and to the "Note" shall mean the Amended Note, as defined herein, and all amendments, modifications, supplements thereto or thereof.

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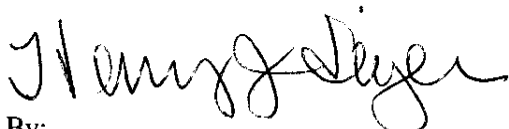
5. Ratification of Mortgage. From and after the date hereof, the Amended Mortgage shall be deemed to be amended and modified as provided herein, but, except as so amended and modified, the Amended Mortgage shall continue in full force and effect and the Amended Mortgage and the applicable provisions of this Amendment shall be read, taken and construed as one and the same instrument. On and after the date hereof, the term "the Mortgage" or words of such import used in the Amended Note and all other Loan Documents shall mean the Amended Mortgage as amended hereby.

6. Ratification of Note. From and after the date hereof, the Amended Note shall be deemed to be amended and modified as provided herein, but, except as so amended and modified, the Amended Note shall continue in full force and effect and the Amended Note and the applicable provisions of this Amendment shall be read, taken and construed as one and the same instrument. On and after the date hereof, the term "the Note" or words of such import used in the Amended Note and all other Loan Documents shall mean the Amended Note as amended hereby.

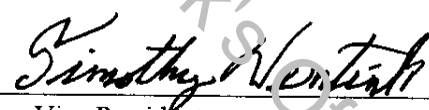
7. Amendment Supplementary. This Amendment is supplementary to the Loan Documents. All of the provisions of the Loan Documents, including without limitation the right to declare principal and accrued interest due for any cause specified in the Loan Documents, shall remain in full force and effect except as herein expressly modified and they are hereby reaffirmed, ratified and confirmed in their entirety and incorporated by reference as if fully set forth herein. The Amended Mortgage and Amended Note and all rights and powers created thereby and thereunder or under such other documents are in all respects ratified and confirmed. This Amendment may be executed in one or more counterparts, which counterparts, when taken together will constitute one document.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage in Cook County, Illinois on the day and year first above written.

THE CERMAK-MORGAN LLC


 By: _____
 Title: Member

BANK ONE, NA
 (as successor by merger to
 American National Bank and Trust
 Company of Chicago)


 By: _____
 Title: ~~Vice President~~
 Commercial Banking Officer

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 12th day of December 2003, personally appeared before me Harry J. Seigle, a Member of The Cermak-Morgan LLC, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is a Member of The Cermak-Morgan LLC, and that he signed and delivered the same in behalf of The Cermak-Morgan LLC, not individually but solely as Manager, aforesaid, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Katherine A. House
Notary Public

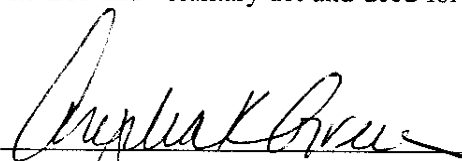
My commission expires: 11-13-07



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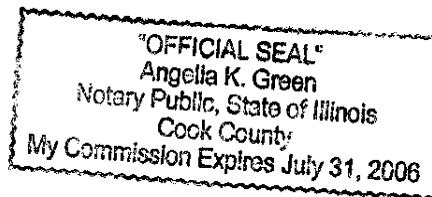
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 23rd day of December, 2003, personally appeared before me Tim Wentink, the Vice President of BANK ONE, NA as successor by merger to American National Bank and Trust Company of Chicago, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Vice President of said corporation, and that he signed and delivered the same on behalf of said Bank One, NA, as its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.



Notary Public

My commission expires: 7/31/06



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UNOFFICIAL COPY*Exhibit A***Legal Description**

THAT PART OF THE FOLLOWING DESCRIBED TRACT:

ALL OF LOTS 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56 AND 57, AND PORTIONS OF LOTS 58, 59 AND 60 AND THE EAST 9.0 FEET OF LOTS 61 THROUGH 70, INCLUSIVE, AND THE EAST 9.0 FEET OF LOT 44, ALL IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PORTIONS OF LUMBER STREET, VACATED BY ORDINANCE PASSED JANUARY 30, 1899 AND PORTIONS OF BLOCKS 1, 2, 3 AND 4 IN MCCORD'S SUBDIVISION OF THE WEST 2.56 ACRES OF THE EAST 16.72 ACRES OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST CERMAK ROAD 58.99 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 60 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE EAST ALONG SAID SOUTH LINE OF WEST CERMAK ROAD TO A POINT IN THE NORTH LINE OF SAID LOT 59 DISTANCE 12.0 FEET WEST OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) SPUR TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED, SAID POINT BEING 200 FEET, MORE OR LESS, WEST OF THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SOUTH PEORIA STREET WITH SAID SOUTH LINE OF WEST CERMAK ROAD, AS MEASURED ALONG SAID SOUTH LINE; THENCE SOUTHEASTERLY, DEFLECTING AN ANGLE OF 67 DEGREES 59 MINUTES 12 SECONDS TO THE RIGHT OF THE SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 131.83 FEET TO A POINT IN THE SOUTH LINE OF LOT 4, SAID BLOCK 1 IN MCCORD'S SUBDIVISION DISTANT 85.88 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1, SAID BLOCK 1; THENCE WEST ALONG SAID SOUTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 58 A DISTANCE OF 20.0 FEET TO THE NORTHWEST CORNER OF LOT 5, SAID BLOCK 1 IN MCCORD'S SUBDIVISION; THENCE SOUTHEASTERLY 91.10 FEET TO A POINT 40.0 FEET WEST AND 45.0 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 8, SAID BLOCK 1 IN MCCORD'S SUBDIVISION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF BLOCK 1, A DISTANCE OF 45.0 FEET TO THE NORTH LINE OF WEST 22ND PLACE; THENCE WEST ALONG SAID NORTH LINE TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE 66.0 FEET TO THE NORTHWEST CORNER OF LOT 4, SAID BLOCK 2 IN MCCORD'S SUBDIVISION; THENCE EAST ALONG THE SOUTH LINES OF SAID WEST 22ND PLACE TO THE NORTHEAST CORNER OF LOT 1, SAID BLOCK 2 IN MCCORD'S SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 122.22 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINES OF LOTS 1, 2, 3 AND 4, SAID BLOCK 2 IN MCCORD'S SUBDIVISION TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE 20.0 FEET TO THE NORTHWEST CORNER OF LOT 5, SAID BLOCK 2 IN MCCORD'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINES OF

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LOTS 5, 6, 7 AND 8 TO THE NORTHEAST CORNER OF SAID LOT 8, SAID BLOCK 2 IN MCCORD'S SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 8 TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF WEST 23RD STREET TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE 66.0 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 3 IN MCCORD'S SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF WEST 23RD STREET TO THE NORTHEAST CORNER OF SAID BLOCK 3 IN MCCORD'S SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 3 TO THE NORTH LINE OF THE ALLEY IN SAID BLOCK 3; THENCE WEST ALONG SAID NORTH LINE OF SAID ALLEY TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE 20.0 FEET TO THE SOUTH LINE OF SAID ALLEY IN SAID BLOCK 3; THENCE EAST ALONG SAID SOUTH LINE OF SAID ALLEY TO THE EAST LINE OF SAID BLOCK 3 IN MCCORD'S SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHERLY LINE OF LUMBER STREET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LUMBER STREET TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHERLY LINE OF LUMBER STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LUMBER STREET TO THE NORTHEAST CORNER OF BLOCK 4 IN MCCORD'S SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 4 TO THE NORTHERLY BANK OF THE SOUTH BRANCH OF CHICAGO RIVER AS IMPROVED; THENCE WESTERLY ALONG SAID NORTHERLY BANK TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 9.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF SAID LOT 44 OF GREENE'S SOUTH BRANCH TO CHICAGO; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, AND ITS NORTHERLY EXTENSION, A DISTANCE OF 1,394.72 FEET TO NE POINT OF BEGINNING.

P.I.N. #17-29-200-028
#17-29-203-021

Common Address: 955 W. Cermak Road, Chicago, Illinois