

# UNOFFICIAL COPY

PREPARED BY:  
Evelyn del Mundo

WHEN RECORDED RETURN TO:  
**BANK ONE**  
Commercial Loan Services  
IL1-1146(B2) - 6826486289/26  
120 S. LaSalle St.  
Chicago, IL 60603



Doc#: 0413915101  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 05/18/2004 01:18 PM Pg: 1 of 4



Property of Cook County Clerk's Office

**BANK ONE**

**Mortgage Amendment**

This Mortgage Amendment (the "Amendment") is dated as of April 12, 2004, between O'Higgins, Arnold and Smith, LLC, whose address is 895 American Lane, Schaumburg, IL 60173 (the "Mortgagor") and Bank One, NA, with its main office in Chicago, IL, whose address is 1 Bank One Plaza, Chicago, IL 60670, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage dated July 16, 1997 and recorded on April 17, 1997 as Document No.97516468, Cook County Records (as amended and replaced from time to time, the "Mortgage") pursuant to that certain Assumption Agreement dated January 31, 2001 and recorded with the Cook County Recorder of Deeds on March 15, 2001 in Cook County, Illinois as Document Number 0010206620 between Metro Design Associates, Inc. and O'Higgins, Arnold and Smith, LLC as Successor Borrower (Successor Borrower and Mortgagor herein collectively the "Mortgagor"). The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Schaumburg, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises"),

Commonly known as 895 American Lane, Schaumburg, Illinois 60173,  
Tax Parcel Identification No. 07-14-200-044-0000, 07-14-200-045-0000 and 07-14-200-046-0000.

The Mortgage secures the indebtedness (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Promissory Note (Secured), dated July 16, 1997, payable by Metro Design Associates, Inc. to the Mortgagee, in the original principal sum of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (collectively, the "Original Extension of Credit").

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Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The Mortgage is amended to also secure the repayment of an additional extension of credit evidenced by a(n) Note Modification Agreement, dated April 12, 2004, payable from O'Higgins, Arnold and Smith, LLC to the Mortgagee in the original principal sum of One Million Two Hundred Fifty Four Thousand Twenty and 04/100 Dollars (\$1,254,020.04), including all extensions and renewals (the "New Extension of Credit").
2. The New Extension of Credit is given in replacement, renewal or extension, but not extinguishment of the Original Extension of Credit; therefore, the maximum principal sum of the indebtedness shall not exceed Two Million Five Hundred Eight Thousand Forty and 08/100 Dollars (\$2,508,040.08).
3. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.
4. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.
5. **Governing Law and Venue.** This Amendment is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts), provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.
6. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.
7. **JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

**Mortgagor:**

O'Higgins, Arnold and Smith, LLC

By: 

Keith B. O'Higgins  
Printed Name

Member  
Title

**Mortgagee:**

Bank One, NA, with its main office in Chicago, IL

By: 

Sean R. Keck  
Printed Name

Vice President  
Title

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## ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois )  
County of Cook ) ss

I, Dianne R Schaver, a Notary Public in and for said County and State,  
certify that Keith O'Higgins, a member of O'Higgins Arnold  
and Smith, LLC a(n) \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons  
whose names are subscribed to the foregoing instrument as such Keith B O'Higgins and \_\_\_\_\_  
\_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered said  
instrument as their own free and voluntary act and as the free and voluntary act of said document  
\_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28 day of April, 2004

My Commission Expires: Dianne R Schaver, Notary Public



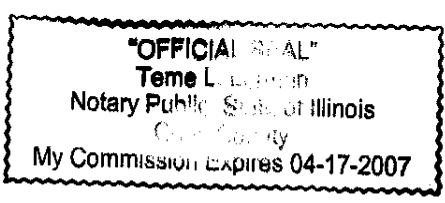
## ACKNOWLEDGMENT OF MORTGAGEE

State of IL )  
County of Cook ) ss

I, Teme Lerman, a Notary Public in and for said County and State,  
certify that Sean Keck, a Vice President of Bank One  
\_\_\_\_\_, a \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons  
whose names are subscribed to the foregoing instrument as such Sean Keck and \_\_\_\_\_  
\_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered said  
instrument as their own free and voluntary act and as the free and voluntary act of said document  
\_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of April, 2004

My Commission Expires: [Signature], Notary Public



**UNOFFICIAL COPY****EXHIBIT "A"****LEGAL DESCRIPTION:****PARCEL 1:**

LOT 1 IN WOODFIELD LAKE OFFICE CAMPUS UNIT 1 SUBDIVISION BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

**PARCEL 2:**

EASEMENT APPURTENANT FOR THE BENEFIT OF PARCELS 1 AND 3 FOR INGRESS AND EGRESS AS CREATED BY GRANT OF EASEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1982 AND KNOWN AS TRUST NUMBER 105056 AS GRANTOR TO LA SALLE NATIONAL AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 22, 1981 AND KNOWN AS TRUST NUMBER 104022 AS GRANTEE DATED AUGUST 20, 1982 AND RECORDED SEPTEMBER 17, 1982 AS DOCUMENT 26353534 OVER THE FOLLOWING DESCRIBED LAND: LOT 2 IN WOODFIELD LAKE OFFICE CAMPUS UNIT 1 SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

**PARCEL 3:**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN WOODFIELD LAKE OFFICE CAMPUS UNIT 1; THENCE DUE NORTH A DISTANCE OF 312.02 TO A POINT; THENCE DUE EAST A DISTANCE OF 108.50 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 311.03 FEET TO A POINT; THENCE NORTH 79 DEGREES 22 MINUTES 49 SECONDS WEST A DISTANCE OF 41.18 FEET TO A POINT; THENCE SOUTH 74 DEGREES 52 MINUTES 34 SECONDS WEST A DISTANCE OF 38.33 FEET TO A POINT; THENCE NORTH 87 DEGREES 22 MINUTES 25 SECONDS WEST A DISTANCE OF 31.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 895 AMERICAN LANE, SCHAUMBURG, ILLINOIS

PIN NUMBER(S):      07-14-200-044-0000  
                              07-14-200-045-0000  
                              07-14-200-046-0000