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25 East Delaware Place
Loan No. 50-2794716

DELAWARE II, L.L.C.,

as Mortgagor

to

WACHOVIA BANK, NATIONAL ASSOCIATION,

as Mortgagee



Doc#: 0421239091
Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 07/30/2004 02:11 PM Pg: 1 of 9

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Dated as of July 26, 2004

PREPARED BY AND UPON RECORDATION RETURN TO:

Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, North Carolina 28202-4003
Attention: Edward S. Booher, Jr., Esq.

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FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (the "First Amendment") is made and entered into as of the 26th day of July, 2004, by and between

DELAWARE II, L.L.C., an Illinois limited liability company (the "Mortgagor"); and

WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (the "Mortgagee").

RECITALS:

WHEREAS, Mortgagor executed a Mortgage and Security Agreement (the "Mortgage") for the benefit of Mortgagee dated as of May 7, 2004, and recorded as Instrument No. 0413335043 with the Cook County Recorder of Deeds, covering the Mortgaged Property;

WHEREAS, Mortgagor and Mortgagee wish to amend the Mortgage in order to cross-collateralize and cross-default certain other mortgage loans with the loan evidenced by the Note and secured by the Mortgagor, all as more particularly set forth herein; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Mortgage.

NOW, THEREFORE, the Mortgagor and the Mortgagee hereby agree as follows:

1. Section 4.35 of the Mortgage is hereby amended as follows:

(a) The words "the Lender" in subparagraphs (a), (b), (c) and (d) are deleted and replaced with the word "Mortgagee".

(b) The number "\$14,480,000.00" in subparagraph (a) is deleted and replaced with the number "\$14,198,000.00".

(c) The word "and" is deleted at the end of subparagraph (c).

(d) The number "\$30,500,000.00" in subparagraph (d) is deleted and replaced with the number "\$30,051,000.00", and the period is deleted at the end of subparagraph (d) and replaced with a semicolon.

(e) The following new subparagraphs (e), (f), (g), (h) and (i) are added immediately following subparagraph (d):

"(e) Loan in the original principal amount of \$6,000,000.00 evidenced by a Promissory Note executed by Diversey II, L.L.C. and payable to Mortgagee dated May 20, 2004, in such principal amount, secured by property located in Cook County, Illinois ("Diversey II Loan");

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(f) Loan in the original principal amount of \$1,120,000.00 evidenced by a Promissory Note executed by Oakdale I, L.L.C. and payable to Mortgagee dated May 20, 2004, in such principal amount, secured by property located in Cook County, Illinois ("Oakdale I Loan");

(g) Loan in the original principal amount of \$5,040,000.00 evidenced by a Promissory Note executed by Lincoln II, LLC and payable to Mortgagee dated May 20, 2004, in such principal amount, secured by property located in Cook County, Illinois ("Lincoln II Loan");

(h) Loan in the original principal amount of \$1,750,000.00 evidenced by a Promissory Note executed by Deming I, L.L.C. and payable to Mortgagee dated May 20, 2004, in such principal amount, secured by property located in Cook County, Illinois ("Deming I Loan"); and

(i) Loan in the original principal amount of \$1,360,000.00 evidenced by a Promissory Note executed by Wrightwood IV, LLC and payable to Mortgagee dated May 20, 2004, in such principal amount, secured by property located in Cook County, Illinois ("Wrightwood IV Loan")."

2. Section 2.1(n) is hereby amended as follows:

(a) The word "or" immediately following the words "the Wrightwood III Loan" is deleted and replaced with a comma.

(b) Immediately following the words "the 4100 Marine Loan," the following words are inserted: "the Diversey II Loan, the Oakdale I Loan, the Lincoln II Loan, the Deming I Loan or the Wrightwood IV Loan,"

3. Section 1.8(a) is hereby amended as follows: The number "\$3,000.00" in the tenth line is deleted and replaced with the number "\$2,737.50".

4. As expressly modified hereby, the terms and conditions of the Mortgage remain in full force and effect.

5. This First Amendment shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of Illinois.

6. This First Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this First Amendment may be detached from any counterpart of this First Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this First Amendment identical in form hereto but having attached to it one or more additional signature pages.

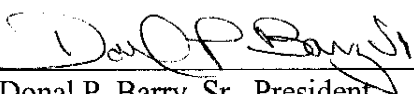
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IN WITNESS WHEREOF the Mortgagor and the Mortgagee have executed this First Amendment as of the day and year first above written.

MORTGAGOR:

DELAWARE II, L.L.C.,
an Illinois limited liability company

By: Delaware II Management SPE, Inc.,
an Illinois corporation,
its Managing Member

By: 
Donal P. Barry, Sr., President

MORTGAGEE:

WACHOVIA BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF the Mortgagor and the Mortgagee have executed this First Amendment as of the day and year first above written.

MORTGAGOR:

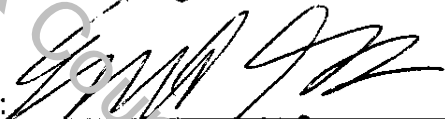
DELAWARE II, L.L.C.,
an Illinois limited liability company

By: Delaware II Management SPE, Inc.,
an Illinois corporation,
its Managing Member

By: _____
Donal P. Barry, Sr., President

MORTGAGEE:

WACHOVIA BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Edward R. Gras
Title: Director

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Donal P. Barry, Sr., personally known to me to be the President of Delaware II Management SPE, Inc., the managing member of DELAWARE II, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President he signed and delivered the said instrument as managing member of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of July, 2004.

Notary Public

My Commission Expires: 8/31/04



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this _____ day of July, 2004, by _____ of Wachovia Bank, National Association, a national banking association, on behalf of the association.

My Commission Expires: _____

Notary Public

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EXHIBIT A

Legal Description

Permanent Real Estate Tax Identification Numbers: 17 03 216 005.

That certain real property located in the City of Chicago, County of Cook, State of Illinois, having a street address of 25 E. Delaware Place, Chicago, Illinois, more particularly described as follows:

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description:

THAT PART OF BLOCK 15 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK RUNNING WEST 169 FEET 6-1/2 INCHES TO LAND NOW OR FORMERLY OF MATTHIAS ROOS; RUNNING THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK ABOUT 50 FEET TO A POINT FROM WHICH A STRAIGHT LINE RUNNING SOUTH 88 DEGREES 45 MINUTES EAST TO THE EAST LINE OF SAID BLOCK WOULD INTERSECT SAID EAST LINE AT A POINT 52.53 FEET SOUTH OF THE NORTH EAST CORNER OF SAID BLOCK; RUNNING THENCE EASTERLY ON SAID STRAIGHT LINE TO THE EAST LINE OF SAID BLOCK; RUNNING THENCE NORTH ON THE EAST LINE OF SAID BLOCK 52.53 FEET TO THE PLACE OF BEGINNING, (EXCEPT THE WEST 30 FEET THEREOF) IN COOK COUNTY, ILLINOIS

Cook County Clerk's Office