

# UNOFFICIAL COPY

**THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:**

**Courtney E. Mayster**  
Schain, Burney, Ross & Citron, Ltd.  
222 North LaSalle Street  
Suite 1910  
Chicago, Illinois 60601



**Doc#:** 0516803041  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 06/15/2005 10:52 AM Pg: 1 of 7

## **SECOND MODIFICATION OF JUNIOR MORTGAGE AND OTHER SECURITY DOCUMENTS**

**THIS SECOND MODIFICATION OF JUNIOR MORTGAGE AND OTHER SECURITY DOCUMENTS** ("Modification") is made and entered into as of the 23 day of May, 2005, by **WHEELING PRAIRIE, L.L.C.**, an Illinois limited liability company ("Mortgagor"), having a mailing address of 968 South Milwaukee Avenue, Wheeling, Illinois 60090, to and for the benefit of **MB FINANCIAL BANK, N.A.** ("Lender"), with a mailing address of 6111 North River Road, Rosemont, Illinois 60018 Attention: Vincent G. Laughlin.

### **RECITALS:**

**WHEREAS**, Lender has heretofore made a mortgage loan (the "Loan") to Mortgagor in the original principal amount of **Twenty Eight Million Nine Hundred Twenty Five Thousand Ninety One and 00/100 Dollars (\$28,925,091.00)** as evidenced by a Construction Loan Agreement dated as of April 23, 2004 by and between Lender and Mortgagor (the "Loan Agreement"); and

**WHEREAS**, the Loan is evidenced by a Phase I Construction Mortgage Note ("Phase I Note") dated as of April 23, 2004 made by Mortgagor whereby Mortgagor promised to pay to the order of Lender the principal sum of **Thirteen Million Eight Hundred Fifteen Thousand and 00/100 Dollars (\$13,815,000.00)** and a Phase II Construction Mortgage Note ("Phase II Note") dated as of April 23, 2004 made by Mortgagor whereby Mortgagor promised to pay to the order of Lender the principal sum of **Fifteen Million One Hundred Ten Thousand Ninety One and 00/100 Dollars (\$15,110,091.00)**, all as more specifically set forth in said Note (the Phase I Note and Phase II Note are collectively referred to as the "Notes"); and

**WHEREAS**, the Notes are secured by, among other things, a Junior Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the 23<sup>rd</sup> day of April, 2004, by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on April 28, 2004, as Document No. 0411942312 as modified by that certain Modification of Junior Mortgage and Other Security Documents dated as of the 23 day of May, 2005, by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on JUNE 10, 2005, as Document No. 0516145122 (collectively the "Mortgage"), and a Guaranty of Payment dated as of the 23<sup>rd</sup> day of April, 2004 as modified by that certain Consent and

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Reaffirmation of Guarantors and Modification of Guaranty of Payment dated as of the \_\_\_ day of \_\_\_, 2005 (collectively the "Guaranty") by Guarantors in favor of Lender; and any and all other instruments and documents executed by or on behalf of Mortgagor and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the "Other Security Documents"; and

**WHEREAS**, Mortgagor desires that the face amount of the Phase II Note be increased; and

**WHEREAS**, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification; (ii) an Amendment to Phase II Construction Mortgage Note dated of even date herewith executed by Mortgagor (the "Note Amendment"), whereby the Phase II Note is modified as provided above; and (iii) a Second Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment executed by Guarantors ("Guaranty Modification") whereby the Guaranty is modified to refer to the Phase II Note as modified by the Note Amendment.

**NOW, THEREFORE**, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.
2. **Modifications of Mortgage and Other Security Documents.** The Mortgage is hereby amended by deleting the amount "*Fifteen Million One Hundred Ten Thousand Ninety One and 00/100 Dollars (\$15,110,091.00)*" where it appears and substituting therefor "*Nineteen Million Seventy Five Thousand Six Hundred Nine and 00/100 Dollars (\$19,075,599.00)*".
3. **References to Note.** From and after the date hereof (i) the Mortgage and the Other Security Documents shall be deemed to secure the Phase II Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Phase II Note as modified by the Note Amendment.
4. **References to Loan Documents and Guaranty.** Any and all references in the Notes, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification; and any and all references in the Notes, the Mortgage and the Other Security Documents to the "Guaranty" shall from and after the date hereof be deemed to refer to the Guaranty as modified by the Guaranty Modification.

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4. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

5. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

6. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

**IN WITNESS WHEREOF**, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

**WHEELING PRAIRIE, L.L.C.**, an Illinois limited liability company

By:   
Name: S. Mark Smith  
Its: Managing Member

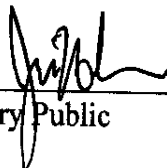
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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Jim Hahle, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that S. Mark Smith, Manager of **WHEELING PRAIRIE, L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **SECOND MODIFICATION OF JUNIOR MORTGAGE AND OTHER SECURITY DOCUMENTS**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of said Company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this day of 23<sup>rd</sup> May, 2005.



  
\_\_\_\_\_  
Notary Public

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## CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Second Modification of Junior Mortgage and Other Security Documents.

Dated as of May 24, 2005.

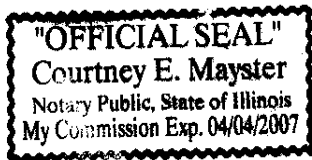
**MB FINANCIAL BANK, N.A.**

By: William Ber  
 Name: WILLIAM BER  
 Title: VICE PRESIDENT

STATE OF ILLINOIS     )  
   ) SS.  
 COUNTY OF COOK        )

I, Courtney E. Mayster, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Ber of MB FINANCIAL BANK, N.A., personally known to me to be the same person whose name is subscribed to the foregoing CONSENT OF MORTGAGEE, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 24 day of May, 2005.



Courtney E. Mayster  
 Notary Public

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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1

THE SOUTH 137.2 FEET OF THAT PART OF LOT 3 LYING WEST OF WOLF ROAD IN G. HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2

THE EAST 812.0 FEET OF LOT 2, AS MEASURED ON THE SOUTH LINE THEREOF, IN SUBDIVISION OF G. HECHINGER'S FARM IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3

THAT PART LYING WESTERLY OF THE CENTER LINE OF WOLF ROAD OF THE FOLLOWING DESCRIBED PROPERTY, TAKEN AS A TRACT: THAT PART OF LOT 3 IN THE SUBDIVISION OF G. HECHINGER'S FARM IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 17 OF PLATS, PAGE 13, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 15.18 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 2; RUNNING THENCE SOUTH ON THE HALF SECTION LINE 6.51 CHAINS; THENCE EAST 17 CHAINS, MORE OR LESS, TO THE CENTER OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID MILWAUKEE AVENUE 6.90 CHAINS, MORE OR LESS, TO A POINT DUE EAST OF THE PLACE OF BEGINNING; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 14.05 CHAINS TO THE PLACE OF BEGINNING EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN MILWAUKEE AVENUE AND ALSO THE FOLLOWING DESCRIBED TRACTS: (1) BEGINNING AT A POINT WHICH IS 300 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF; RUNNING THENCE NORTH 125 FEET; THENCE EAST 50 FEET; THENCE SOUTH 125 FEET; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING; (2) BEGINNING AT A POINT WHICH IS 355.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF; RUNNING THENCE NORTH 136.66 FEET ; THENCE EAST 150 FEET; THENCE SOUTH 136.66 FEET AND THENCE WEST 150 FEET TO THE PLACE OF BEGINNING; (3) BEGINNING AT A POINT WHICH IS 580.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF; RUNNING THENCE NORTH 136.66 FEET; THENCE EAST

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25 FEET; THENCE SOUTH 136.66 FEET AND THENCE WEST 25 FEET TO THE PLACE OF BEGINNING, ALSO,

LOT 4 AND PART OF LOT 3 LYING WESTERLY OF THE CENTER LINE OF WOLF ROAD IN OWNER'S SUBDIVISION OF PART OF LOTS 2 AND 3 IN SUBDIVISION OF HECHINGER'S FARMS IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT OF WHICH OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915, IN BOOK 132 OF PLATS, PAGE 22, AS DOCUMENT 5652753, IN COOK COUNTY, ILLINOIS.

## PARCEL 4

THAT PART OF LOT 5 LYING WEST OF THE CENTER OF WOLF ROAD OF THE OWNER'S SUBDIVISION OF PARTS OF LOTS 2 AND 3 OF THE SUBDIVISION OF GEORGE HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 5

THAT PARCEL OF THE NORTH HALF OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHLINE OF PICARDY PLACE UNIT NO. 2, A SUBDIVISION OF THAT PART OF THE NORTHWEST AND THE NORTHEAST QUARTERS OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LOT 2 AND LOT 3 IN SUBDIVISION OF G. HECHINGER'S FARM IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTLINE OF WOLF ROAD AND LYING EAST OF THE WESTLINE OF THE EAST 812.0 FEET, AS MEASURED ON THE SOUTH LINE THEREOF, OF SAID LOT 2, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-02-100-013-0000  
 03-02-100-015-0000  
 03-02-100-016-0000  
 03-02-100-029-0000  
 03-02-100-035-0000  
 03-02-200-005-0000  
 03-02-200-053-0000  
 03-02-200-068-0000