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Doc#: 0517227052  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 06/21/2005 11:20 AM Pg: 1 of 6

This instrument was prepared by  
and, after recording, return to:  
Randall S. Kulat  
MELTZER, PURTILL & STELLE  
LLC  
1515 East Woodfield Rd.  
Second Floor  
Schaumburg, IL  
60173-5431



Permanent Real Estate  
Tax Index No.:  
See **Exhibit A** attached

Street Address:  
See **Exhibit A** attached

## **FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND ASSIGNMENT OF REDEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND ASSIGNMENT OF REDEVELOPMENT AGREEMENT ("First Amendment") is made as of October 25, 2004, by and between **HUMMEL DEVELOPMENT GROUP, LLC**, an Illinois limited liability company ("Mortgagor"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Mortgagee").

### RECITALS

A. Mortgagee has heretofore made a loan ("Loan") to Mortgagor in the aggregate principal amount of Twenty-One Million Six Hundred Thousand and 00/100 Dollars (\$21,600,000.00) pursuant to the terms and conditions of a Construction Loan Agreement dated as of July 15, 2004 between Mortgagor and Mortgagee (the "Loan Agreement"; all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by (i) a certain Revolving Note dated July 15, 2004 made payable by Mortgagor to the order of Mortgagee in the principal amount of \$19,000,000.00 (the "Revolving Note"), and (ii) a certain Letter of Credit Note dated July 15, 2004 made payable by Mortgagor to the order of Mortgagee in the principal amount of \$2,600,000.00 (the "Letter of Credit Note") (the Revolving Note and the Letter of Credit Note, as amended, restated or replaced from time to time, are hereinafter collectively referred to as the "Note").

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B. The Note is secured by, among other things, (i) that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated July 15, 2004 from Mortgagor to Mortgagee recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on July 23, 2004, as Document No. 0420527136 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated July 15, 2004, from Mortgagor to Mortgagee and recorded in the Recorder's Office on July 23, 2004, as Document No. 0420527137 (the "Assignment of Leases"); (iii) that certain Security Agreement and Collateral Assignment of Redevelopment Documents dated July 15, 2004, from Mortgagor to Mortgagee and recorded in the Recorder's Office on July 23, 2004, as Document No. 0420527138 (the "Assignment of Redevelopment Agreement"); (iv) that certain Environmental Indemnity Agreement dated July 15, 2004 from Mortgagor and Robert Hummel ("Guarantor") to Mortgagee (the "Indemnity Agreement"); and (v) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Assignment of Redevelopment Agreement, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty of Payment and Completion dated July 15, 2004 from Guarantor to Mortgagee (the "Guaranty").

D. The Loan Agreement, the Note, the Guaranty, the Indemnity Agreement and the other Loan Documents have been amended pursuant to the terms of that certain Modification of Loan Documents, dated as of even date herewith ("Modification of Loan Documents"), wherein Mortgagor, Mortgagee and Guarantor have agreed to increase the amount of the Loan by \$8,000,000.00. Mortgagor and Mortgagee desire to amend the Mortgage, the Assignment of Leases and the Assignment of Redevelopment Agreement to reflect the terms of the Modification of Loan Documents.

Accordingly, Mortgagor and Mortgagee hereby amend the Mortgage and Assignment of Rents as follows:

1. All references to the Loan Agreement, the Note, the Guaranty, the Indemnity Agreement and the Loan Documents in the Mortgage, the Assignment of Leases and the Assignment of Redevelopment Agreement shall be deemed to refer to any of such documents as amended by the Modification of Loan Documents.

2. All references in the Mortgage, the Assignment of Leases and the Assignment of Redevelopment Agreement to the Loan amount or the amount secured thereby shall mean and refer to the Loan amount as increased by the Modification of Loan Documents, from Twenty-One Million Six Hundred Thousand and 00/100 Dollars (\$21,600,000.00) to Twenty-Nine Million Six Hundred Thousand and 00/100 Dollars (\$29,600,000.00). All references in the Mortgage, the Assignment of Leases and the Assignment of Redevelopment Agreement to the Revolving Note amount shall mean and refer to the amount of the Revolving Loan as increased

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by the Modification of Loan Documents, from Nineteen Million and 00/100 Dollars (\$19,000,000.00) to Twenty-Seven Million and 00/100 Dollars (\$27,000,000.00).

3. As modified hereby, the Mortgage, the Assignment of Leases and the Assignment of Redevelopment Agreement shall continue in full force and effect.

4. This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(the balance of this page is intentionally left blank)

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This First Amendment has been entered into as of the date first above written.

MORTGAGOR:

**HUMMEL DEVELOPMENT GROUP, LLC**, an Illinois limited liability company

By: Robert J Hummel  
Name: Robert L. Hummel  
Title: President

MORTGAGEE:

**LASALLE BANK NATIONAL ASSOCIATION**

By: Allen Blitt  
Its: First VP

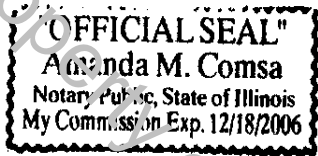
Property of Cook County Clerk's Office

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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 Robert L. Hummel, the manager of Hummel Development Group, LLC ("Mortgagor") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the manager of Mortgagor 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 Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29 day of September, 2004.



*Amanda M. Comsa*

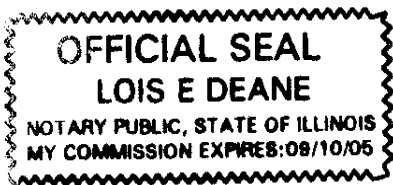
NOTARY PUBLIC

(SEAL)

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 ALEC BLISS, the 1ST VICE PRES. of LaSalle Bank National Association ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing Amendment as such 1ST VICE PRES., appeared before me this day in person and acknowledged that he/she signed and delivered the said Amendment as his/her own free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of September, 2004



*Lois E. Deane*

NOTARY PUBLIC

(SEAL)

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## EXHIBIT A

### Legal Description

LOT 1 IN THE PROVIDENCE OF PALATINE, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS.

P.I.N.: 02-15-424-001-0000

02-15-424-002-0000

02-15-424-003-0000

02-15-424-004-0000

02-15-424-005-0000

Address: Block 31, southwest corner of Wilson Street and Plum Grove Road, Palatine, Illinois