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This instrument was prepared
by (and after recording should
be returned to):

Debra S. Clark
Sonnenschein Nath & Rosenthal LLP
8000 Sears Tower, 233 S. Wacker Drive
Chicago, Illinois 60606



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Cook County Recorder of Deeds
Date: 07/28/2005 03:47 PM Pg: 1 of 13

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FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

**THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS** (this "First Amendment") is made as of April 15,
2005, by **COLE TAYLOR BANK**, NOT PERSONALLY BUT SOLELY AS TRUSTEE (THE
"TRUSTEE") UNDER TRUST AGREEMENT DATED DECEMBER 1, 1995 AND KNOWN
AS TRUST NUMBER 95-2107 (the "Land Trust") and Stewart W. Mills, not personally but
solely as trustee of the JCA GIFT TRUST, under agreement dated as of July 9, 1992, as amended
on July 24, 1995 and June 18, 1998, the sole beneficiary of the Land Trust (the "Beneficiary"),
the Land Trust and the Beneficiary being collectively referred to herein as "Mortgagor"), to and
for the benefit of BANK OF AMERICA, N.A., a national banking association, its successors and
assigns ("Mortgagee");

*** CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

RECITALS:

WHEREAS, James P. Avgeris, individually and the Beneficiary (individually, a
"Borrower" and collectively, the "Borrowers") and Mortgagee previously entered into that
certain Amended and Restated Individual Loan Agreement dated as of November 19, 2002, as
modified and amended (the "Loan Agreement") pursuant to which the Borrowers executed and
delivered that certain Revolving Note dated November 19, 2002 and that certain Substitute
Promissory Note dated January 4, 2005 payable to the order of Mortgagee in the maximum
principal amount of \$10,000,000 (collectively, the "Original Note"); and

WHEREAS, the Original Note is secured by, inter alia, that certain Mortgage, Security
Agreement and Assignment of Leases and Rents dated as of November 19, 2002 made by
Mortgagor in favor of Mortgagee and recorded on November 26, 2002, in the office of the
Recorder of Deeds of Cook County, Illinois, as Document No. 0021311544 (the "Mortgage");
and

WHEREAS, the Borrowers and Mortgagee now desire to amend the Loan Agreement by
entering into that certain Second Amendment to Individual Loan Agreement dated this date (the

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“Amendment to Loan Agreement”) to, inter alia, increase the amount of the credit facility under the Loan Agreement from \$10,000,000 to \$15,000,000 and in connection with the Amendment to Loan Agreement, Borrowers are executing and delivering to Mortgagee their Substitute Promissory Note bearing even dated herewith payable to the order of Mortgagee in the principal amount of \$15,000,000, such Note being issued in substitution and replacement for the Original Note and evidencing the same indebtedness currently evidenced thereby (the “Substitute Note”).

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, Mortgagor and Mortgagee agree that the Mortgage is modified and amended as follows:

1. The capitalized terms used in the First Amendment but not defined shall have the meaning ascribed to them in the Mortgage, as amended by this First Amendment.

2. Amendments to Mortgage.

2.1 The first WHEREAS clause of the Mortgage is amended and restated in its entirety and as so amended and restated shall read as follows:

“WHEREAS, pursuant to that Amended and Restated Individual Loan Agreement dated November 19, 2002 as amended by and between Beneficiary, Mortgagee and James P. Avgeris, individually (the “Loan Agreement”), Beneficiary and James P. Avgeris, individually (Beneficiary and James P. Avgeris being hereinafter individually referred to herein as “Borrower” or collectively as “Borrowers”), executed and delivered to Mortgagee that certain Substitute Promissory Note dated as of April 15, 2005 payable to the order of Mortgagee in the maximum principal amount of Fifteen Million and No/100 Dollars (\$15,000,000.00), which note bears interest and is payable on the terms more fully described therein (“Note”)”

2.2 All references in the Mortgage to “Note” shall be deemed references to the Substitute Note (as herein defined).

3. To induce the Mortgagee to amend the Mortgage, Mortgagor represents and warrants to the Mortgagee as follows:

3.1 Compliance with Mortgage. On this date, Mortgagor is in compliance with the terms and provisions set forth in the Mortgage (as modified by this First Amendment), and no Event of Default specified in Section 19(a) of the Mortgage nor any event which would, upon notice or lapse of time, or both, constitute such an Event of Default, has occurred.

3.2 Representations and Warranties. On this date, the representations, warranties and covenants set forth in Section 6 of the Mortgage (as modified by this First Amendment) are true and correct with the same effect as though such representations, warranties and covenants had been made on this date, except to the extent that such representations, warranties and covenants expressly relate to an earlier date.

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3.3 Authority of Mortgagor. Mortgagor has fully power and authority to enter into this First Amendment and to incur and perform the obligations provided for under the Mortgage as amended by this First Amendment, all of which have been duly authorized by all proper and necessary action. No consent or approval of any person or of any public authority or regulatory body is required as a condition to the validity or enforceability of this First Amendment.

3.4 Amendment as Binding Agreement. This First Amendment constitutes the valid and legally binding obligation of Mortgagor, and is fully enforceable against Mortgagor in accordance with the terms of this First Amendment and the Mortgage.

3.5 No Conflicting Amendments. The execution and performance by the Mortgagor of this First Amendment will not (i) violate any provision of law, any order of any court or other agency of government, or (ii) violate any indenture, contract, agreement or other instrument to which Mortgagor is a party, or by which its property is bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under, any such indenture, contract, agreement or other instrument or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Mortgagor.

4. Mortgagor acknowledges and agrees that the Mortgage is, and as amended by this First Amendment shall remain, in full force and effect, and that the Premises are and shall remain subject to the lien granted by and provided for by the Mortgage, as amended by this First Amendment, for the benefit and security of all described obligations and indebtedness, including, without limitation, the Obligations of Borrower under the Loan Agreement as amended by the Amendment to Loan Agreement and the indebtedness evidenced by the Substitute Note.

5. Nothing contained in this First Amendment shall in any manner impair the Mortgage, as modified by the First Amendment, or the first lien created by the Mortgage, or any other loan documents executed in connection with the loans evidenced by the Note, or alter, waive, vary or affect any promise, amendment, covenant or condition recited in any of the foregoing documents, except as expressly provided in this First Amendment, or affect or impair any rights, powers or remedies of Mortgagee under any of the foregoing documents.

6. **EXCEPT AS SPECIFICALLY AMENDED AND MODIFIED BY THIS FIRST AMENDMENT, ALL OF THE TERMS AND CONDITIONS OF THE MORTGAGE SHALL STAND AND REMAIN UNCHANGED IN FULL FORCE AND EFFECT, AND ARE REAFFIRMED. THIS FIRST AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO ILLINOIS CHOICE OF LAW PRINCIPLES). TO THE EXTENT THAT THE MORTGAGE MAY OPERATE AS A SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE, LENDER SHALL HAVE ALL RIGHTS AND REMEDIES CONFERRED IN THE UNIFORM COMMERCIAL CODE FOR THE BENEFIT OF A SECURED PARTY, AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE.**

7. This First Amendment shall be binding upon Mortgagor, its successors and assigns, and shall inure to the benefit of the Mortgagee, its successors and assigns.

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8. LAND TRUST EXCULPATION. THIS FIRST AMENDMENT IS EXECUTED BY THE LAND TRUST TRUSTEE, NOT PERSONALLY, BUT AS TRUSTEE AS AFORESAID IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEE, AND IS PAYABLE ONLY OUT OF THE ASSETS OF THE TRUST ESTATE HELD UNDER THE LAND TRUST AGREEMENT. NO PERSONAL LIABILITY SHALL BE ASSERTED OR BE ENFORCEABLE AGAINST THE LAND TRUST TRUSTEE, BECAUSE OR IN RESPECT OF THIS FIRST AMENDMENT OR THE MORTGAGE OR THE MAKING, ISSUE, TRANSFER OR ENFORCEMENT HEREOF, ALL SUCH LIABILITY OF THE LAND TRUST TRUSTEE, IF ANY, BEING EXPRESSLY WAIVED BY MORTGAGEE, AND THE SOLE REMEDIES OF MORTGAGEE AGAINST THE LAND TRUST TRUSTEE SHALL BE AS PROVIDED IN THIS FIRST AMENDMENT, THE MORTGAGE, THE SECURITY DOCUMENTS AND ANY OTHER DOCUMENTS GIVEN TO SECURE THE LOAN, IN ACCORDANCE WITH THE TERMS AND PROVISIONS CONTAINED THEREIN OR BY ACTION TO ENFORCE THE PERSONAL LIABILITY OF THE BENEFICIARY AND THE BORROWERS FOR PAYMENT OF ALL AMOUNTS DUE AND PERFORMANCE OF ALL OBLIGATIONS REQUIRED UNDER THE MORTGAGE AS AMENDED HEREBY.

Signature page(s) follow.


CLERK OF COOK COUNTY Clerk's Office

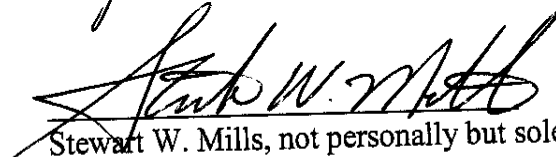
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**CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

MORTGAGOR:


COLE TAYLOR BANK, not personally but solely as Trustee U/T/A dated 12/1/95 A/K/A No. 95-2107

By: 
Name: Mario V. Gotanco
Title: ASST. VICE PRESIDENT


Stewart W. Mills, not personally but solely as Trustee of the JCA GIFT TRUST U/T/A dated 7/9/92, as amended

MORTGAGEE:

BANK OF AMERICA, N.A., a national banking association

By: 
Name: DANA RAGIA
Title: SENIOR VICE PRESIDENT

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

*** CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do certify that Mario V. Gotanco, the ASST. VICE PRESIDENT of Cole Taylor Bank, not personally but solely as trustee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of MAY, 2005.



[Signature]
NOTARY PUBLIC

(SEAL)

Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do certify that Stewart W. Mills, not personally but solely as trustee who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such trustee, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of May, 2005.



Diane-Audrey Benecke
NOTARY PUBLIC

Cook County Clerk's Office

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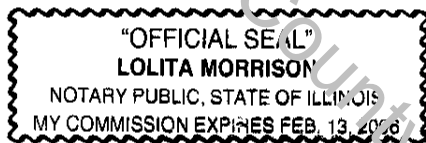
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do certify that Dana Ragiel, the SVP of BANK OF AMERICA, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said NATIONAL BANKING ASSOCIATION for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6th day of May, 2005.

Lolita Morrison
NOTARY PUBLIC

(SEAL)



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EXHIBIT A

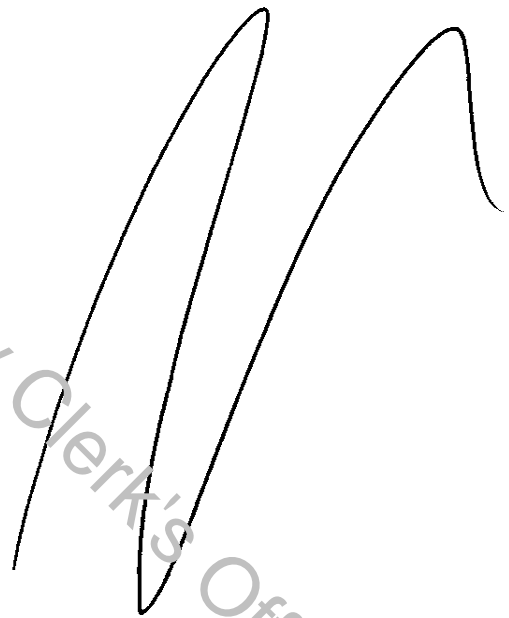
LEGAL DESCRIPTION OF PREMISES

Property address:

[For Legal Description, see Attached Schedule 1]

P.I.N.: 18-30-300-028-0000

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A large, stylized handwritten signature in black ink, consisting of several sweeping, interconnected loops.

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Schedule 1

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

A large, handwritten scribble in black ink, consisting of several overlapping, elongated loops and lines, obscuring the text 'Property of Cook County Clerk's Office'.

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EXHIBIT A

LEGAL DESCRIPTION

That part of the West 1/2 of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southerly line of permanent easement for highway purposes (Interstate Route 55) per instrument recorded August 12, 1959 as Document No. 17627674, with the Westerly line of Burr Ridge Parkway in Burr Ridge Park Unit 1, being a subdivision in the West 1/2 of Section 30, aforesaid, according to the plat thereof recorded January 3, 1984 as Document No. 26915064; the following three courses are along the Westerly line of said Burr Ridge Parkway; Thence Southerly along a curved line convex Easterly and having a radius of 690.00 Feet, an arc distance of 642.83 Feet to a point of tangency in said line; Thence South 34 Degrees 14 minutes 40 Seconds West along a line tangent to said last described curved line at said last described point, 81.30 Feet to a point of curvature in said line; Thence Southwesterly along a curved line convex Northwesterly, having a radius of 865.00 Feet and being tangent to said last described line at said last described point, an arc distance of 274.49 Feet to a point for a place of beginning; Thence North 51 Degrees 06 Minutes 52 Seconds West, 94.61 Feet; Thence North 80 Degrees 06 Minutes 52 Seconds West, 426.44 Feet to a point on the Easterly line of the permanent easement for highway purposes as per instrument recorded August 12, 1959 as Document No. 17627674, said point being 3644.26 Feet North and 1888.33 Feet West of the Southeast Corner of the West 1/2 of said Section 30, as measured along the East line thereof and along a line at Right angles thereto; The following five courses are along the Easterly line of said permanent easement for highway purposes: Thence South 28 Degrees 39 Minutes 26 Seconds West, 108.94 Feet; Thence South 54 Degrees 06 Minutes 58 Seconds West, 363.45 Feet; Thence South 45 Degrees 34 Minutes 39 Seconds West, 173.08 Feet; Thence South 27 Degrees 07 Minutes 58 Seconds West, 185.31 Feet; Thence South 09 Degrees 38 Minutes 57 Seconds West, 408.76 Feet to an angle point in said line; Thence South 00 Degrees 00 Minutes 34 Seconds West along the Easterly line of said permanent Easement for highway purposes per document no. 17627674, to an intersection with the Northeasterly line of Frontage Road according to the Plat of Dedication recorded March 19, 1985 as Document No. 27479279; the following five courses are along the Northeasterly line of said Frontage Road; Thence Southeasterly along a curved line convex Southwesterly and having a radius of 375.00 Feet, an arc distance of 222.70 Feet to a point of tangency in said line; Thence South 50 Degrees 16 Minutes 35 Seconds East along a line tangent to said last described curved line at said last described point, 303.98 Feet to a point of curvature in said line; Thence Southeasterly along a curved line convex Northeasterly and having a radius of 425.00 Feet, an arc distance of 231.81 Feet to a point of tangency in said line; Thence South 19 Degrees 01 Minutes 32 Seconds East along a line tangent to said last described curved line at said last described point, 115.88 Feet to a point of curvature in said line; Thence Southeasterly along a curved line convex Southerly and having a radius of 30.00 Feet, an arc distance of 49.57 Feet to a point of compound curvature with the Westerly line of Burr Ridge Parkway in said Burr Ridge Park Unit 1; the following Five Courses are along the Westerly line of Burr Ridge Parkway in said Burr Ridge Park Unit 1: Thence Northeasterly along a curved line convex Southeasterly and having a radius of 705.00 Feet, an arc distance of 547.14 Feet to a point of tangency in said line; Thence North 21 Degrees 50 Minutes 04 Seconds East along a line tangent to said last described

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curved line at said last described point, 363.20 Feet to a point of curvature in said line; Thence Northerly along a curved line convex Easterly and having a radius of 675.00 Feet, an arc distance of 321.83 Feet to a point of tangency in said line; Thence North 05 Degrees 29 Minutes 00 Seconds West along a line tangent to said last described curved line at said last described point, 279.36 Feet to a point of curvature in said last line; Thence Northerly along a curved line convex Westerly and having a radius of 865.00 Feet, an arc distance of 325.28 Feet to the point of beginning, in Cook County, Illinois.

Except that part described as follows:

That part of the West 1/2 of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southerly line of the permanent easement for highway purposes (Interstate Route 55) per instrument recorded August 12, 1959 as Document Number 17627674, with the Westerly line of Burr Ridge Parkway in Burr Ridge Park Unit 1, being a subdivision in the West 1/2 of Section 30, aforesaid, according to the plat thereof recorded January 3, 1984 as Document Number 26915064; the following seven courses are along the Westerly line of said Burr Ridge Parkway; thence Southerly along a curved line convex Easterly and having a radius of 690.00 feet, an arc distance of 642.83 feet to a point of tangency in said line; thence South 34 degrees 14 minutes 40 seconds West along a line tangent to last described curved line at said last described point 81.30 feet to a point of curvature in said line, thence Southwesterly along a curved line convex Northwesterly, having a radius of 865.00 feet and being tangent to said last described line at said last described point, an arc distance of 599.77 feet to a point of tangency in said line; thence South 05 degrees 29 minutes 00 seconds East along the Westerly line of said Burr Ridge Drive, being tangent to said last described curved line at said last described point, 279.36 feet to a point of curvature in said line; thence Southerly along the Westerly line of said Burr Ridge Parkway, being a curved line convex Easterly and having a radius of 675.00 feet, an arc distance of 321.83 feet to a point of tangency in said line; thence South 21 degrees 50 minutes 04 seconds West along the Westerly line of said Burr Ridge Parkway, 363.20 feet to point of curvature in said line; thence Southwesterly along the Westerly line of said Burr Ridge Parkway, being a curved line convex Southeasterly and having a radius of 705.00 feet, an arc distance of 547.22 feet to a point of compound curvature, said point being the intersection of said Westerly line with the Northeasterly line of Frontage Road according to the plat of dedication recorded March 19, 1985 as Document Number 27479279; the following four courses are along the Northeasterly line of said Frontage Road; thence Westerly along a curved line convex Southerly and having a radius of 30.00 feet, an arc distance of 49.57 feet to a point of tangency in said line; thence North 19 degrees 01 minutes 32 seconds West, 115.88 feet to a point of curvature in said line; thence Northwesterly along a curved line convex Northeasterly and having a radius of 425.00 feet, an arc distance of 231.81 feet to a point of tangency in said line; thence North 50 degrees 16 minutes 35 seconds West, 4.75 feet to a point for a place of beginning; thence continuing Northwesterly along the Northeasterly line of said Frontage Road North 50 degrees 16 minutes 35 seconds West, 299.22 feet to a point of curvature; thence Northwesterly along the Northeasterly line of said Frontage Road, being a curved line convex Southwesterly, having a radius of 375.00 feet and being tangent to said last described line at said last described point, an arc distance of 222.70 feet to an intersection with the Easterly line of the permanent easement for highway purposes per instrument recorded August 12, 1959 as Document Number 17627674; the following three courses are along the Easterly line of said permanent easement for highway

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(legal description continued)

purposes; thence North 00 degrees 00 minutes 34 seconds East, 77.70 feet, thence North 09 degrees 38 minutes 57 seconds East, 408.76 feet; thence North 27 degrees 07 minutes 58 seconds East, 62.76 feet to a point on said Easterly line of said permanent easement for highway purposes; thence South 80 degrees 21 minutes 03 seconds East, 603.43 feet; thence South 09 degrees 38 minutes 57 seconds West, 256.92 feet; thence Southwesterly, Southerly and Southeasterly along a nontangential curved line convex Westerly and having a radius of 50.00 feet, having a chord bearing of South 09 degrees 38 minutes 57 seconds West, an arc distance of 164.29 feet; thence South 09 degrees 38 minutes 57 seconds West along a line not tangent to last described curved line, 159.30 feet; thence South 40 degrees 14 minutes 07 seconds West, 394.86 feet to the point of beginning, in Cook County, Illinois.

P.I.N. 18-30-300-028-0000