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FILED FOR RECORD BY:
MARY ELLEN VANDERVENTER
LAKE COUNTY, IL RECORDER
07/05/2005 - 11:11:56 A.M.
RECEIPT #: 231754
DRAWER #: 14

PREPARED BY AND RECORDING
REQUESTED BY AND WHEN
RECORDED MAIL TO:

Sidley Austin Brown & Wood LLP
1501 K Street, NW
Washington, D.C. 20005
Attn: William E. Sudow, Esq.

PIN:



Doc#: 0524435351 Fee: \$38.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/01/2005 09:43 AM Pg: 1 of 8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

This FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this "Amendment") is made as of the 28 day of June, 2005, by FX CHICAGO FUNDING COMPANY, INC., a Delaware corporation ("Borrower"), whose address for notice hereunder is c/o Global Securitization Services, LLC, 445 Broad Hollow Road, Suite 339, Melville, New York 11747, Attn: Andrew Stidd, to and for the benefit of ING REAL ESTATE FINANCE (USA) LLC, a Delaware limited liability company ("Lender"), whose address for notice is 230 Park Avenue, 12th Floor, New York, New York 10169, Attn: Michael Shields. Capitalized terms used herein but not otherwise defined shall have the respective meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Borrower has executed that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated as of December 31, 2004, and recorded as Document No. 5717352 of the County Recorder of Lake County, State of Illinois (the "Mortgage"), encumbering that certain real property more particularly described in Exhibit A attached hereto and made a part hereof, for the benefit of Lender.

WHEREAS, Borrower and Lender desire to amend the Mortgage, subject to the terms and conditions set forth herein.

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FX Chicago Amended Mortgage

BOX 333-CTI

NBU # 120501461 / 717363 ZC

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NOW, THEREFORE, notwithstanding any contrary provisions of the Mortgage, and for good and valuable consideration, and other consideration of One Dollar (\$1.00) in hand paid, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties agree as follows:

1. Modification of Mortgage. Effective on the date hereof, Borrower and Lender hereby agree to amend the Mortgage in accordance with this Section 1. Borrower and Lender hereby agree that the first paragraph after Witnesseth is hereby amended and restated in its entirety as follows:

To secure the payment of a loan in the maximum principal amount of \$[424,482,000], lawful money of the United States of America (the "Loan"), being made from Lender to Borrower pursuant to the terms and conditions of a certain First Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, modified or restated, the "Loan Agreement"), by and among Borrower, the other borrowers party thereto (each a "Related Borrower" and, collectively, the "Related Borrowers"), ING, as initial lender, and ING, as administrative agent, and secured by those certain real properties as set forth in the Loan Agreement, which Loan is evidenced by a First Amended and Restated Promissory Note in the maximum principal amount of \$424,482,000 made by Borrower and each Related Borrower to the order of Lender dated as of the date hereof (as amended, modified, renewed or restated and together with any substitutes or replacements therefor, the "Note"), which Note has a scheduled maturity date, if not sooner paid or extended pursuant to the terms of the Loan Agreement, of June [___], 2009, and all other sums now or hereafter due hereunder, or otherwise due under the Loan Documents (as defined in the Loan Agreement) (the principal amount of the Loan, together with interest thereon and all sums due hereunder and under the Loan Agreement, the Note and the other Loan Documents being collectively called the "Debt"), and all of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Debt) made or undertaken by Borrower to Lender or others as set forth in the Loan Documents (collectively, the "Obligations"), Borrower has mortgaged, warranted, given, granted a security interest in, bargained, sold, conveyed, confirmed, pledged and assigned, and does hereby mortgage, warrant, give, grant a security interest in, bargain, sell, convey, confirm, pledge and assign unto Lender, Borrower's fee simple absolute interest in and to the real property described in Exhibit A attached hereto (the "Premises") and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the "Improvements"):

2. Mortgage Not Affected; No Novation. The Borrower covenants, acknowledges and reaffirms that the Mortgage, as amended by this Amendment, and all of Borrower's obligations thereunder, are and shall remain in full force and effect. This Amendment is not a novation nor is it to be construed as a release or modification of any of the terms, conditions, representations, warranties, covenants, rights or remedies as set forth in

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the Mortgage, as amended by this Amendment, or any of the other Loan Documents (as defined in the Loan Agreement).

3. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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LENDER:

ING REAL ESTATE FINANCE (USA) LLC,
a Delaware limited liability company

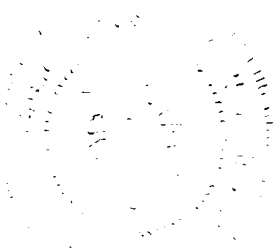
By: [Signature]
Name: MICHAEL SHIELDS
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF District of Columbia
COUNTY OF _____

I, Jessica Y. Weatherford, a Notary Public in and for the said State, DO HEREBY CERTIFY that Michael Shields, as Vice President of ING Real Estate Finance (USA) LLC Finance Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ of said _____ and, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said Finance Company for uses and purposes set forth therein.

Given under my hand and notarial seal this 23rd day of June 2005.



[Signature]
Notary Public - Signature
Jessica Y. Weatherford
Notary Public - Printed

My Commission Expires:
February 14, 2009

My County of Residence is:

JESSICA Y. WEATHERFORD
NOTARY PUBLIC
District of Columbia
My Commission Expires February 14, 2009

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Exhibit A

Legal Description

PARCEL 1:

ALL OF LOT 1 IN BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 3, 1988 AS DOCUMENT 88115532, IN COOK COUNTY, ILLINOIS, AND RERECORDED ON SEPTEMBER 30, 1988 AS DOCUMENT 88450205, IN COOK COUNTY, ILLINOIS, AND PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 1988, AS DOCUMENT 2661881, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

NON EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND PARKING FOR THE BENEFIT OF PARCEL 1, OVER, ACROSS AND THROUGH THAT PART OF LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 7, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN LAKE COUNTY, ILLINOIS ON SEPTEMBER 10, 1986, AS DOCUMENT 2481053 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES, 48 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1; 368.28 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE SOUTH 44 DEGREES 48 MINUTES 35 SECONDS WEST ALONG A NORTHWESTERLY LINE OF SAID LOT 1 AND ALONG SAID NORTHWESTERLY LINE EXTENDED SOUTHWESTERLY, 125.87 FEET TO A CORNER OF LOT 1 IN BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN LAKE COUNTY, ILLINOIS ON MARCH 3, 1988, AS DOCUMENT 2661881; THENCE SOUTH 00 DEGREES 11 MINUTES 25 SECONDS EAST ALONG AN EAST LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, 62.00 FEET TO A CORNER OF SAID LOT 1, BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 11 MINUTES 25 SECONDS EAST 45.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 35 SECONDS WEST, 117.00 FEET TO THE WEST LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK UNIT 7; THENCE NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE, 45 FEET TO A SOUTH LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION; THENCE NORTH 89 DEGREES 48 MINUTES 35 SECONDS EAST ALONG SAID

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SOUTH LINE, 117.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS; AND ALSO THAT PART OF SAID LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 7, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 12 DEGREES 44 MINUTES 01 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1; 20.71 FEET TO A POINT OF CURVATURE IN SAID EASTERLY LINE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 1, BEING A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 219.19 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 48.49 FEET TO AN INTERSECTION WITH A LINE 66.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 (THE CHORD OF SAID ARC BEARS SOUTH 19 DEGREES 04 MINUTES 16 SECONDS EAST, 48.39 FEET); THENCE SOUTH 89 DEGREES 48 MINUTES 35 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 398.03 FEET; THENCE SOUTH 49 DEGREES 08 MINUTES 35 SECONDS WEST 70.00 FEET; THENCE SOUTH 23 DEGREES 30 MINUTES 44 SECONDS WEST 15.71 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 25 SECONDS EAST, 70.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 35 SECONDS WEST 20.00 FEET TO AN INTERSECTION WITH A LINE 117.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 45.00 FEET TO A SOUTHEAST CORNER OF LOT 1 IN BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN LAKE COUNTY, ILLINOIS, ON MARCH 3, 1988, AS DOCUMENT 2661881; THENCE NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, 62.00 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 44 DEGREES 48 MINUTES 35 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, 125.87 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 89 DEGREES 48 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 368.28 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS, AS CREATED BY PARKING AND ACCESS CROSS EASEMENT AGREEMENT RECORDED DECEMBER 4, 1989, AS DOCUMENT 89576281, IN COOK COUNTY, ILLINOIS, AND RECORDED DECEMBER 4, 1989, AS DOCUMENT 2856801, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR INGRESS, EGRESS, ACCESS AND OTHER PURPOSES AS CREATED BY AND MORE FULLY SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK RECORDED NOVEMBER 17, 1983, AS DOCUMENT 2251413, IN LAKE COUNTY, ILLINOIS, AND RECORDED DECEMBER 4, 1989, AS PART OF DOCUMENT NUMBER 89576282, IN COOK COUNTY, ILLINOIS, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND

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RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK DATED DECEMBER 12, 1983 AND RECORDED ON FEBRUARY 24, 1984 IN LAKE COUNTY, ILLINOIS, AS DOCUMENT 2268766 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK DATED DECEMBER 15, 1983 AND RECORDED ON MAY 30, 1984 IN LAKE COUNTY, ILLINOIS, AS DOCUMENT 2286521 AND AS FURTHER AMENDED BY THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK DATED NOVEMBER 17, 1989 AND RECORDED ON DECEMBER 4, 1989 AS DOCUMENT 2856803 IN LAKE COUNTY, ILLINOIS.

INDY 1564149v.4

Tax ID # 03-05-100-020 (Cook) County

Tax ID # 15-32-308-013 (Lake) County

Property Address: 1100 LAKE COOK ROAD
Buffalo Grove, IL