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This instrument was prepared by,
and after recording return to:

Lynn Lucchese-Soto
Berger, Newmark & Fenchel, P.C.
303 West Madison Street
23rd Floor
Chicago, Illinois 60606
312/782-5050

Permanent Real Estate Tax Index No.:
07-16-100-012
07-16-100-013

Street Address:
1075 and 1125 West Golf Road
Hoffman Estates, Illinois 60195

TICOR-392224

1 all



Doc#: 0532556030 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/21/2005 09:03 AM Pg: 1 of 5

ABOVE SPACE FOR RECORDER'S USE ONLY

7024557e

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

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS - FIXTURE FILING (this "First Amendment"), made as of October 12, 2005, by and between **GANNON & GOLF, LTD.**, an Illinois corporation (hereinafter, the "Mortgagor"), whose address is 1475 S. Barrington Road, Barrington, Illinois 60010 in favor of **ROYAL AMERICAN BANK**, an Illinois banking corporation (hereinafter, together with its successors and assigns, including each and every from time to time holder of the Note, hereinafter referred to, called the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor is indebted to the Mortgage in the principal sum of Two Million Seven Hundred Ninety Thousand and 00/100 (\$2,790,000.00) as evidenced by that certain Mortgage Note dated July 14, 2004 (hereinafter referred to as the "Note"), and which Note provides for payment of the indebtedness as set forth therein; and

WHEREAS, the Note is secured by, among other documents, that certain Mortgage, Security Agreement and Assignment of Leases and Rents-Fixture Filing dated July 14, 2004, in favor of Mortgagee and recorded in the office of the Cook County Recorder of Deeds on October 1, 2004, as Document No.0427520008 (the "Mortgage"), granting Mortgagee a mortgage lien on certain real estate in Cook County, Illinois as described on Exhibit A attached hereto and made part hereof; and

WHEREAS, the Mortgagor requested and the Mortgagee agreed pursuant to the terms of that certain Note Modification Agreement dated July 14, 2005 (the "Note Modification Agreement") to extend the maturity date of the Note to October 12, 2005; and

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WHEREAS, the Mortgagor has again requested and the Mortgagee has agreed among other things to extend the maturity date of the Note and increase the Indebtedness; and

WHEREAS, the Mortgagee requires that the Mortgagor execute and deliver a Second Note Modification Agreement to modify the Note (the "Second Note Modification Agreement") and to execute and deliver this First Amendment to secure the payment and performance of the obligations and duties of the Mortgagee under the Note as modified by the Note Modification Agreement and the Second Note Modification Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation and Definitions.** The foregoing recitals and all Exhibits hereto are hereby made a part of this First Amendment and incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Mortgage and/or the Note.

2. **Amendment to Mortgage.** The Mortgagor and the Mortgagee hereby amend the Mortgage to secure the new principal amount of the Note as modified and extended by the Second Note Modification Agreement, and all other amounts, agreements, covenants and conditions as more fully set forth in the Mortgage, as amended hereby. All references in the Mortgage to the "Note" shall be deemed to refer to the Note as modified and amended by the Note Modification Agreement and the Second Note Modification Agreement.

3. **Additional Covenants of Mortgagor.** Pursuant to the Second Note Modification Agreement, the Mortgagor shall cause this First Amendment to be promptly recorded with the Recorder's Office of Cook County, Illinois.

4. **Reaffirmation of Mortgage.** All of the terms, conditions, agreements and provisions set forth in the Mortgage, as hereby and hereafter amended, modified and supplemented, shall be and they hereby are reaffirmed, ratified and confirmed in their entirety and incorporated herein by reference as if fully set forth herein. All references in the Mortgage to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended by this First Amendment. This First Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Representations and Warranties.** To induce the Mortgagee to enter into this First Amendment, the Mortgagor represents and warrants that as of the date of this First

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Amendment, no Event of Default or event or condition which, with notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing, and the Mortgagor affirms the representations and warranties contained in the Mortgage shall be true and correct as of the date of this First Amendment, except that they shall be deemed also to refer to this First Amendment.

6. **Miscellaneous.** The title of this First Amendment and the headings of the various paragraphs of this First Amendment have been inserted only for the purposes of convenience and are not part of this First Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this First Amendment. This First Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument. This First Amendment shall not establish a course of dealing or be construed as evidence of any willingness on the Mortgagee's part to grant other or future amendments, should any be requested.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized individuals, have executed and delivered in Bloomingdale, Illinois, this First Amendment as of the date and year set forth above.

MORTGAGOR:

GANNON & GOLF, LTD.,

By: 

James E. Hub, its

MORTGAGEE:

ROYAL AMERICAN BANK, an Illinois banking corporation

By: 

Andrew D. Kowalski, its Senior Vice President

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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 the above named Andrew D. Kowalski, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Senior Vice President of Royal American Bank, an Illinois banking corporation, 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 said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 12th day of October, 2005.

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 the above named James E. Hub, personally known to me to be the same person whose name is subscribed to the foregoing instrument as SECRETARY, of Gannon & Golf, Ltd., an Illinois corporation, 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 said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 12th day of October 2005.



NOTARY PUBLIC

Commission expires 5.16, 2009

Official Seal
Karen Kohn
Notary Public State of Illinois
My Commission Expires 05/16/2009

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN HOFFMAN HILLS COMMERCIAL DIVISION UNIT NO. 2 BEING A SUBDIVISION OF PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN HOFFMAN HILLS COMMERCIAL SUBDIVISION UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1983 AS DOCUMENT 26867643, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE ON AN ASSUMED BEARING OF NORTH 85 DEGREES 42 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 10.00 FEET; THENCE SOUTH 4 DEGREES 17 MINUTES 37 SECONDS EAST, 10.00 FEET; THENCE SOUTH 59 DEGREES 07 MINUTES 38 SECONDS WEST, 11.18 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 4 DEGREES 19 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, 15.00 FEET TO THE POINT OF BEGINNING.