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This instrument prepared by and after recording return to:

Eric Roberson
Chapman & Cutler
111 West Monroe Street
Chicago, IL 60603-4080

Doc#: 0601335086 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/13/2006 10:48 AM Pg: 1 of 6

Loan No. 158416

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT, herein referred to as "Amendment" made on this 19th day of **December, 2005**, by and between **ROSE FP LLC, an Illinois limited liability company** whose address is **c/o The Crown Group, 1564 W. Algonquin Road, Hoffman Estates, Illinois 60195, Attn: Mark Lambert** ("Mortgagor"), and **THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**, an Indiana corporation, whose notice address is **c/o Delaware Lincoln Investment Advisers, 200 East Berry Street, Fort Wayne, Indiana 46802, Attention: Loan Servicing, Loan No. 158416** ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has previously executed that certain Mortgage and Security Agreement (the "Mortgage") in favor of Mortgagee dated June 12, 2002, and recorded as Instrument No. 0020681104, in the Cook County, Illinois Recorder's Office; and

WHEREAS, Mortgagor and Mortgagee now desire to amend the Mortgage.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the aforementioned Mortgage is amended as follows:

The Mortgage is hereby amended by adding the following Section B8 to Exhibit B to the Mortgage:

"Cross-Collateralization and Cross Default. This Mortgage also secures a loan by Mortgagee to JCG INDUSTRIES, INC., an Illinois corporation (the "Phase II Loan"). Said loan is in the original principal amount of Five Million Twenty-Five Thousand and No/100 Dollars (\$5,025,000.00), is evidenced by a note dated **December 19, 2005**, executed by JCG INDUSTRIES, INC. (the "Phase II Note"), and is secured by a Mortgage and Security Agreement, dated **December 19, 2005**, in favor of Mortgagee (the "Phase II Mortgage") conveying certain real property located in Cook County, Illinois, known as the Phase II Koch Foods Cold Storage Building, as more particularly described in the Phase II Mortgage. All sums evidenced by the Phase II Note or secured by the Phase II Mortgage shall be a part of the Secured Indebtedness hereunder. Further, any Default, as defined in the Phase II Mortgage, shall also be a Default under this Mortgage. The Loan is for all purposes a single transaction, and, in the event of a Default, Mortgagor waives any right to require Beneficiary to marshal assets of Mortgagor or JCG INDUSTRIES, INC., nor shall Mortgagor have the right to have any of the Premises sold or applied in any particular order to satisfy the Loan.

Any amount paid by Mortgagor to Mortgagee that is less than the total amount due under the Note and the Phase II Note may, at Mortgagee's option, be allocated to the amounts then due under each of such notes in whatever order, proportion and priority Mortgagee may elect, in its sole discretion. Mortgagor hereby waives any right it may have to designate the order and priority of the

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application of any payments that are either less than or greater than the total amount then due under the Note and the Phase II Note, and Mortgagee's application of such payments shall be binding on Mortgagor regardless of any designation to the contrary by Mortgagor. Upon payment in full of either the Secured Indebtedness or the Phase II Note, Mortgagee shall release the cross-collateralization and cross-default provisions set forth in this Section B8."

The Mortgage is hereby and shall henceforth be deemed to be amended in accordance with the provisions of this Amendment, effective as of the execution of this Amendment, and the respective rights, duties and obligations of Mortgagor and Mortgagee under the Mortgage shall hereafter be determined, exercised and enforced under the Mortgage subject in all respects to this Amendment, and all terms and conditions of this Amendment shall for all purposes be part of the Mortgage. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

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STATE OF INDIANA)
) ss.
COUNTY OF ALLEN)

The foregoing instrument was acknowledged before me this 16th day of December, ~~2004~~ ²⁰⁰⁵, by Karen L. Surlguine Vice President of Delaware Investment Advisers, Attorney-in-Fact on behalf of The Lincoln National Life Insurance Company.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my seal the day and year above written.

Richelle K. Reeves
Notary Public
Resident of Allen County
My Commission Expires: 03-19-2009

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN KOCH POULTRY SUBDIVISION, BEING A SUBDIVISION OF THE NORTH THREE-QUARTERS OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8, 2001, AS DOCUMENT No. 0011050901, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Address: 2155 North Rose Street
Franklin Park, Illinois

PIN(s): ~~12-34-100-022-0000~~
~~12-34-100-024-0000~~
12-34-100-047

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