

# UNOFFICIAL COPY

THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.  
LaSalle Bank Corporation  
135 South La Salle Street, Suite 925  
Chicago, Illinois 60603



Doc#: 0605843250 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/27/2008 01:35 PM Pg: 1 of 16

PERMANENT TAX INDEX NUMBER:

08-26-400-004-0000

08-26-401-027-0000

PROPERTY ADDRESS:

2300 East Higgins Road  
Elk Grove Village, Illinois 60007

## FIRST AMENDMENT TO LOAN DOCUMENTS

This FIRST AMENDMENT TO LOAN DOCUMENTS dated as of November 15, 2005 (the "First Amendment"), is executed by and among GRIBFNES LLC, an Illinois limited liability company (the "Mortgagor"), whose address is c/o Glenlake Capital Partners, 2633 West Lake Avenue, Suite LL3, Glenview, Illinois 60026, BENJAMIN J. RANDALL ("Randall"), whose address is c/o Randall & Kenig LLP, 455 North CityFront Plaza Drive, NBC Tower, Suite 2150, Chicago, Illinois 60611, DANIEL J. HYMAN ("Hymen"; Randall and Hymen each being referred to herein as a "Guarantor", and collectively referred to herein as the "Guarantors"), whose address is c/o Millennium Properties, Inc., 20 South Clark Street, Suite 333, Chicago, Illinois 60603, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, Attention: Wealth Management.

## RECITALS:

A. The Lender originally made a loan (the "Loan") to the Mortgagor, as evidenced by that certain Promissory Note dated November 15, 2004 (the "Note") in the original principal amount of One Million One Hundred Thirty Nine Thousand and 00/100 Dollars (\$1,139,000.00), executed by the Mortgagor and made payable to the order of the Lender and maturing on November 15, 2005 (the "Maturity Date").

Box 400-CTCC

16  
J

8188506  
02  
02  
CW

# UNOFFICIAL COPY

B. The Mortgagor is the record owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and by reference incorporated herein (the "Premises"), and the Guarantors are the sole managers of the Mortgagor.

C. The Note is secured by, among other things, the following documents (together with the Loan Agreement, the Note and any and all other documents evidencing or securing the Loan being collectively referred to herein as the "Loan Documents"):

(i) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of November 15, 2004, executed by the Mortgagor to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on December 1, 2004 as Document Number 0433602323 (the "Mortgage"), and which Mortgage encumbers the Premises and the improvements located thereon;

(ii) Environmental Indemnity Agreement dated as of November 15, 2004, jointly and severally executed by the Mortgagor and the Guarantors to and for the benefit of the Lender (the "Environmental Indemnity"); and

(iii) Guaranty of Payment dated as of November 15, 2004, jointly and severally executed by the Guarantors to and for the benefit of the Lender (the "Guaranty").

D. The Mortgagor and the Guarantors have now requested to modify and amend the Loan Documents to provide for (i) an extension of the Maturity Date, and (ii) a modification of the rate at which interest accrues on the Loan evidenced by the Note, and the Lender has agreed to such maturity extension and interest rate modification, provided the Mortgagor and the Guarantors comply with all of the terms and conditions of this First Amendment.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## A G R E E M E N T S:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
2. Definitions. Capitalized words and phrases not otherwise defined in this First Amendment shall have the meanings assigned thereto in the Loan Documents.
3. Extension of Maturity Date. The Maturity Date of the Loan, as evidenced by the Note, is hereby extended from November 15, 2005 to February 17, 2007, and all of the Loan Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, all references to the Maturity Date of the Note being defined as "November 15,

# UNOFFICIAL COPY

2005" are hereby changed to "February 17, 2007" each time such reference appears in any of the Loan Documents.

#### 4. Modification of Interest Rate.

(a) From and after the date hereof to, but not including, February 17, 2006, interest shall accrue on the principal balance of the Note outstanding at a floating per annum rate of interest (the "Floating Rate") equal to the Prime Rate (as hereinafter defined) plus one-half of one percent (0.50%). From and after February 17, 2006 and prior to the Maturity Date or the occurrence of an Event of Default (as defined in the Note), interest shall accrue on the principal balance of the Note outstanding at the Mortgagor's option from time to time of (i) the Floating Rate, or (ii) a per annum rate of interest (the "LIBOR Rate") equal to LIBOR (as hereinafter defined) for the relevant Interest Period (as hereinafter defined), plus two and one-quarter percent (2.25%) (the "Applicable Margin"), such LIBOR Rate to remain fixed for such Interest Period. Changes in the Floating Rate to be charged on the Loan based on the Prime Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. Any portion of the principal amount of the Note bearing interest at the Floating Rate is referred to herein as a "Prime Loan". Any portion of the principal amount of the Note bearing interest at the LIBOR Rate is referred to herein as a "LIBOR Loan". From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the unpaid principal balance during any such period at an annual rate (the "Default Rate") equal to five percent (5.00%) plus the Floating Rate; provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing at the Default Rate shall be immediately due and payable by the Mortgagor to the holder of the Note upon demand and shall be additional indebtedness evidenced by the Note. Interest on the Note shall be calculated on the basis of a 360 day year and the actual number of days elapsed in any portion of a month in which interest is due. If any payment to be made by the Mortgagor under the Note shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing any interest in respect of such payment. Concurrently herewith, the Lender has been notified that the Mortgagor has elected for the entire outstanding principal balance of the Loan to bear interest at the LIBOR Rate for an Interest Period of three months, until such time as the Lender has received written notification from the Mortgagor to the contrary.

(b) A request by the Mortgagor for a Prime Loan must be received by the Lender in writing no later than 2:00 p.m. Chicago, Illinois time, on any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois (a "Business Day"). As used herein, "Prime Rate" shall mean the floating per annum rate of interest most recently announced by the Lender at Chicago, Illinois as its prime or base rate. A certificate made by an officer of the Lender stating the Prime Rate in effect on any given day, for the purposes hereof, shall be conclusive evidence of the Prime Rate in effect on such day. The Prime Rate is a base reference rate of interest adopted by the Lender as a general benchmark from which the Lender determines the floating interest rates chargeable on various loans to borrowers with varying degrees of creditworthiness and the Mortgagor acknowledges and agrees that the Lender has made no

# UNOFFICIAL COPY

representations whatsoever that the Prime Rate is the interest rate actually offered by the Lender to borrowers of any particular creditworthiness. The principal balance of any Prime Loan may be prepaid, in whole or in part, at any time without penalty or premium.

(c) The designation of a LIBOR Loan by the Mortgagor is subject to the following requirements:

(i) A request for a LIBOR Loan (a "LIBOR Loan Request") must be received by the Lender no later than 2:00 p.m. Chicago, Illinois time two Business Days prior to the first day of the Interest Period on which such LIBOR Loan shall be advanced, shall be irrevocable, and shall state the initial Interest Period and amount of such LIBOR Loan. Each LIBOR Loan will be in an amount not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00). No more than five (5) separate LIBOR Loans may be outstanding at any time. A request for a LIBOR Loan received by the Lender after 2:00 p.m. Chicago, Illinois on any Business Day time will be processed and funded by the Lender on the third Business Day thereafter.

(ii) The Interest Period of the initial LIBOR Loan shall commence on February 17, 2006, and shall end on the first day of the following calendar month, notwithstanding the Interest Period specified in the LIBOR Loan Request, and the LIBOR Rate for such LIBOR Loan shall be equal to LIBOR for an interest period equal to the number of days in such partial month, plus the Applicable Margin. Thereafter, each LIBOR Loan shall automatically renew (a "LIBOR Rollover") for the Interest Period specified in the LIBOR Loan Request at the then current LIBOR Rate, unless the Mortgagor, in a subsequent LIBOR Loan Request received by the Lender no later than 2:00 p.m. Chicago, Illinois time on the second (2nd) Business Day before the expiration of the existing Interest Period, shall elect a different Interest Period or the conversion of all or a portion of the LIBOR Loan to a Prime Loan. The Mortgagor may not elect a LIBOR Rate, and an Interest Period for a LIBOR Loan shall not automatically renew, with respect to any principal amount which is scheduled to be repaid before the last day of the applicable Interest Period, and any such amounts shall bear interest at the Floating Rate, until repaid.

(iii) "LIBOR" shall mean a rate of interest equal to (A) the per annum rate of interest at which United States dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant Interest Period are offered in the London Interbank Eurodollar market at 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period (or three Business Days prior to the commencement of such Interest Period if banks in London, England were not open and dealing in offshore United States dollars on such second preceding Business Day), as displayed in the *Bloomberg Financial Markets* system (or other authoritative source selected by the Lender in its sole discretion), divided by (B) a number determined by subtracting from 1.00 the then stated maximum reserve percentage for determining reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency funding or liabilities as defined in Regulation D (or any successor category

# UNOFFICIAL COPY

of liabilities under Regulation D), such rate to remain fixed for such Interest Period, or as LIBOR is otherwise determined by the Lender in its sole and absolute discretion. The Lender's determination of LIBOR shall be conclusive, absent manifest error.

(iv) "Interest Period" shall mean, with regard to any LIBOR Loan, successive periods of one month, two months or three months, as selected by the Mortgagor in its LIBOR Loan Request; provided, however, that: (A) each Interest Period occurring after the initial Interest Period of any LIBOR Loan shall commence on the day on which the preceding Interest Period for such LIBOR Loan expires; (B) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; (C) whenever the first day of any Interest Period occurs on a date for which there is no numerically corresponding date in the month in which such Interest Period terminates, such Interest Period shall end on the last day of such month, unless such day is not a Business Day, in which case the Interest Period shall terminate on the first Business Day of the following month; provided, however, that so long as the LIBOR Rollover remains in effect, all subsequent Interest Periods shall terminate on the date of the month numerically corresponding to the date on which the initial Interest Period commenced; and (D) the final Interest Period for any LIBOR Loan must be such that its expiration occurs on or before the Maturity Date. If at any time an Interest Period expires less than one month before the Maturity Date, such LIBOR Loan shall automatically convert to a Prime Loan on the last day of the then existing Interest Period, without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Mortgagor.

(v) Notwithstanding anything to the contrary contained herein, the principal balance of any LIBOR Loan may be prepaid, in whole or in part, at any time, subject to the payment of all Make Whole Costs (as hereinafter defined). If, for any reason, a LIBOR Loan is paid prior to the last Business Day of any Interest Period, whether voluntary, involuntary, by reason of acceleration or otherwise, each such prepayment of a LIBOR Loan will be accompanied by the amount of accrued interest on the amount prepaid and any and all costs, expenses, penalties and charges incurred by the Lender as a result of the early termination or breakage of a LIBOR Loan, plus the amount, if any, by which (A) the additional interest which would have been payable during the Interest Period on the LIBOR Loan prepaid had it not been prepaid, exceeds (B) the interest which would have been recoverable by the Lender by placing the amount prepaid on deposit in the domestic certificate of deposit market, the eurodollar deposit market, or other appropriate money market selected by the Lender, for a period starting on the date on which it was prepaid and ending on the last day of the Interest Period for such LIBOR Loan (collectively, the "Make Whole Costs"). The amount of any such loss or expense payable by the Mortgagor to the Lender under this section shall be determined in the Lender's sole discretion based upon the assumption that the Lender funded its loan commitment for LIBOR Loans in the London Interbank Eurodollar market and using any reasonable attribution or averaging methods which the Lender deems appropriate and practical, provided, however, that the Lender is not obligated to accept a deposit in the

# UNOFFICIAL COPY

London Interbank Eurodollar market in order to charge interest on a LIBOR Loan at the LIBOR Rate.

(vi) If the Lender determines in good faith (which determination shall be conclusive, absent manifest error) prior to the commencement of any Interest Period that (A) the making or maintenance of any LIBOR Loan would violate any applicable law, rule, regulation or directive, whether or not having the force of law, (B) United States dollar deposits in the principal amount, and for periods equal to the Interest Period, of any LIBOR Loan are not available in the London Interbank Eurodollar market in the ordinary course of business, (C) by reason of circumstances affecting the London Interbank Eurodollar market, adequate and fair means do not exist for ascertaining the LIBOR Rate to be applicable to the relevant LIBOR Loan, (D) the LIBOR Rate does not accurately reflect the cost to the Lender of a LIBOR Loan, or (E) an Event of Default (as hereinafter defined) has occurred and is continuing or any event or circumstance exists which, with the giving of notice or passage of time, would constitute an Event of Default, the Lender shall promptly notify the Mortgagor thereof and, so long as any of the foregoing conditions continue, the Lender will have no obligation to accept an election by the Mortgagor for a LIBOR Loan, and each existing LIBOR Loan, at the Mortgagor's option, shall be (1) converted to a Prime Loan on the last Business Day of the then existing Interest Period, or (2) due and payable on the last Business Day of the then existing Interest Period, without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Mortgagor.

(vii) If, after the date hereof, a Regulatory Change (as hereinafter defined) shall, in the reasonable determination of the Lender, make it unlawful for the Lender to make or maintain any LIBOR Loans, the Lender will have no obligation to accept an election by the Mortgagor for a LIBOR Loan. In addition, at the Mortgagor's option, each existing LIBOR Loan shall be immediately (A) converted to a Prime Loan on the last Business Day of the then existing Interest Period or on such earlier date as required by law, or (B) due and payable on the last Business Day of the then existing Interest Period or on such earlier date as required by law, all without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Mortgagor. As used herein, "Regulatory Change" shall mean the introduction of, or any change in any applicable law, treaty, rule, regulation or guideline or in the interpretation or administration thereof by any governmental authority or any central bank or other fiscal, monetary or other authority having jurisdiction over the Lender or its lending office.

(viii) If any Regulatory Change (whether or not having the force of law) shall (a) impose, modify or deem applicable any assessment, reserve, special deposit or similar requirement against assets held by, or deposits in or for the account of, or loans by, or any other acquisition of funds or disbursements by, the Lender; (b) subject the Lender or any LIBOR Loan to any tax, duty, charge, stamp tax or fee, or change the basis of taxation of payments to the Lender of principal or interest due from the Mortgagor under the Note (other than a change in the taxation of the overall net income of the Lender); or (c) impose on the Lender any other condition regarding any LIBOR Loan or the Lenders'

# UNOFFICIAL COPY

funding thereof, and the Lender shall determine (which determination shall be conclusive, absent manifest error) that the result of the foregoing is to actually increase the cost to the Lender of making or maintaining any LIBOR Loans or to reduce the amount of principal or interest received by the Lender under the Note on any LIBOR Loan, then the Mortgagor shall pay to the Lender, on demand, such additional amounts as the Lender shall from time to time determine are sufficient to compensate and indemnify the Lender for such increased costs or reduced amounts (the "LIBOR Indemnification Costs").

5. Principal and Interest Payments. The principal amount of the Loan evidenced by the Note, of which the principal amount of One Million One Hundred Thirty Nine Thousand and 00/100 Dollars (\$1,139,000.00) remains outstanding as of the date hereof, and all accrued interest thereon, shall be paid as follows:

(a) installments of interest only on the principal balance of the Loan outstanding from time to time, commencing on December 1, 2005 and continuing on the first day of each month thereafter through and including January 1, 2007; and

(b) a final installment equal to the total principal balance of the Loan then remaining unpaid, plus all accrued and unpaid interest thereon, on the Maturity Date.

Principal amounts repaid may not be borrowed again. Interest after maturity (whether by acceleration or otherwise) on the outstanding principal balance of the Loan shall accrue at the Default Rate and shall be payable on demand from the Lender.

6. Attachment to Note. The Lender may, and prior to any transfer by it of the Note shall, attach a copy of this First Amendment to the Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

7. Continued Effectiveness of Loan Documents; Confirmation of Obligations. The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto, except as expressly modified and amended by this First Amendment. Each of the Mortgagor and the Guarantors hereby: (i) restates, confirms and reaffirms all of its or his respective obligations under the Loan Documents, as modified by this First Amendment; (ii) acknowledges and agrees that the Lender, by entering into this First Amendment, does not waive any existing or future default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledges and agrees that the Lender has not heretofore waived any default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that none of the Mortgagor or any of the Guarantors has any set-off, defense or counterclaim to the payment or performance of any of their respective obligations under the Loan Documents, as modified by this First Amendment.

8. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this First Amendment, each of the Mortgagor and the Guarantors hereby certifies, represents and warrants, to the Lender as follows:

# UNOFFICIAL COPY

(a) all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this First Amendment;

(b) no default, or condition or event which with the giving of notice or passing of time, or both, would constitute a default under the Note, the Mortgage or any of the other Loan Documents has occurred and is continuing;

(c) the Loan Documents, as modified and amended hereby, are in full force and effect and continue to be the legal, valid and binding obligations of the Mortgagor and/or the Guarantors, as the case may be, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity;

(d) there has been no material adverse change in the financial condition of the Premises, the Mortgagor, the Guarantors or any other party whose financial statement has been delivered to the Lender in connection with the Loan from the date of the most recent financial statement received by the Lender;

(e) as of the date hereof, none of the Mortgagor or the Guarantors has any claims, counterclaims, defenses, or set-offs with respect to the Loan or any of the Loan Documents, as modified and amended by this First Amendment;

(f) the Mortgagor is a limited liability company, validly existing and in good standing under the laws of the State of Illinois, and has the requisite power and authority to execute and deliver this First Amendment and to perform the obligations of the Mortgagor under the Loan Documents, as modified and amended by this First Amendment;

(g) the Articles of Organization, Operating Agreement, Borrowing Resolution and Incumbency Certificate of the Mortgagor have not been changed or amended since the most recent date that certified copies thereof were delivered to the Lender;

(h) the execution and delivery of this First Amendment and the performance of the Loan Documents, as modified and amended hereby, have been duly authorized by all requisite action by or on behalf of the Mortgagor, and this First Amendment has been duly executed and delivered on behalf of the parties hereto.

9. Reaffirmation of Guaranty and Environmental Indemnity. Each of the Guarantors hereby expressly (a) consents to the execution by the Mortgagor and the Lender of this First Amendment; (b) acknowledges that the Guaranty and the Environmental Indemnity are each hereby modified and amended so that all references therein to the Loan (as defined in the Guaranty and the Environmental Indemnity) shall include all of the obligations and liabilities owing from the Mortgagor to the Lender under and pursuant to the Loan Documents and as



# UNOFFICIAL COPY

evidenced by the Note, as modified and amended by this First Amendment; (c) reaffirms in all respects his joint and several obligations under the Guaranty and the Environmental Indemnity, as modified and amended by this First Amendment; (d) agrees that the execution and delivery of this First Amendment to, and its acceptance by, the Lender shall not in any manner whatsoever (i) impair or affect the liability of any of the Guarantors to the Lender under the Guaranty and/or the Environmental Indemnity, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against any of the Guarantors pursuant to the Guaranty and/or the Environmental Indemnity, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by the Guarantors under the Guaranty and/or the Environmental Indemnity, and (e) represents that each of the representations and warranties made by any Guarantor in the Guaranty and the Environmental Indemnity remain true and correct as of the date hereof.

10. Conditions Precedent. This First Amendment shall become effective as of the date above first written after receipt by the Lender of the following documents:

(a) First Amendment. This First Amendment to Loan Documents duly executed by the parties hereto;

(b) Date-down Endorsement. A Date-Down Endorsement issued by Chicago Title Insurance Company to its Loan Policy No. 1401 008188506 D2, dating down title to the Premises to reflect the recordation of this First Amendment;

(c) Renewal Fee. The payment by the Mortgagor to the Lender of a loan renewal and amendment fee in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), which amount shall be due and payable upon the delivery of this executed First Amendment to the Lender; and

(d) Other. Such other documents, certificates, resolutions and/or opinions of counsel as the Lender may reasonably request.

11. References. All references in the Loan Documents and/or this First Amendment to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as further modified and amended by this First Amendment.

12. Entire Agreement. This First Amendment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this First Amendment, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

13. Successors. The Loan Documents, as modified by this First Amendment, shall inure to the benefit of the parties hereto and to the Lender's successors and assigns, and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

# UNOFFICIAL COPY

14. Severability. In the event any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. Amendments, Changes and Modifications. This First Amendment may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

16. Construction. This First Amendment shall not be construed more strictly against the Lender than against the Mortgagor or the Guarantors merely by virtue of the fact that this First Amendment has been prepared by counsel for the Lender, it being recognized that the Mortgagor, the Guarantors and the Lender have contributed substantially and materially to the preparation of this First Amendment, and the Mortgagor, the Guarantors and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this First Amendment. Each of the parties to this First Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this First Amendment, and recognizes that it is executing and delivering this First Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its or his own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this First Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

17. Sections; References.

(a) The words "hereby", "hereof", "herein" and "hereunder", and other words of a similar import refer to this First Amendment as a whole and not to the individual sections or paragraphs in which such terms are used.

(b) References to sections and other subdivisions of this First Amendment are to the designated sections and other subdivisions of this First Amendment as originally executed.

(c) The headings of this First Amendment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

18. Governing Law. This First Amendment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

19. Execution of Counterparts. This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

# UNOFFICIAL COPY

20. Expenses. The Mortgagor shall pay all costs and expenses in connection with the preparation of this First Amendment and other related loan documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Lender or any affiliate or parent of the Lender. The Mortgagor shall pay any and all stamp and other taxes, title company fees, UCC search fees, filing fees and other costs and expenses in connection with the execution, delivery and recordation of this First Amendment and the other instruments and documents to be delivered hereunder, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

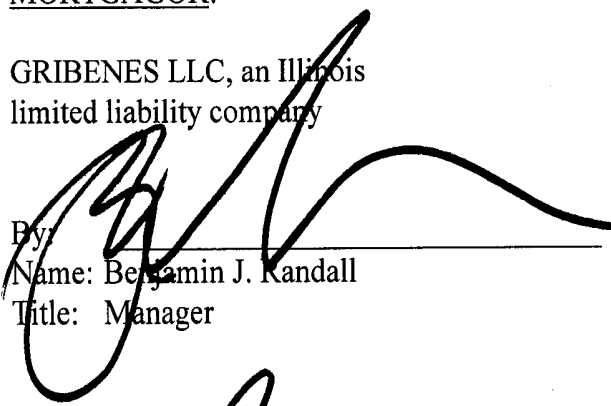
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

# UNOFFICIAL COPY

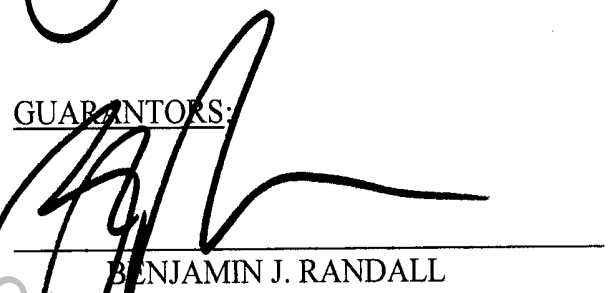
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Loan Documents to be executed as of the date set forth above.

MORTGAGOR:

GRIBENES LLC, an Illinois  
limited liability company

By:   
Name: Benjamin J. Randall  
Title: Manager

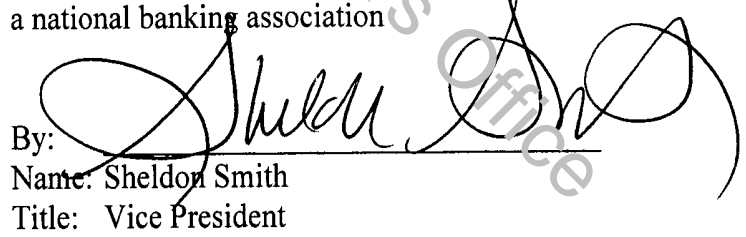
GUARANTORS:

  
BENJAMIN J. RANDALL

  
DANIEL J. HYMAN

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By:   
Name: Sheldon Smith  
Title: Vice President

Property of Cook County Clerk's Office

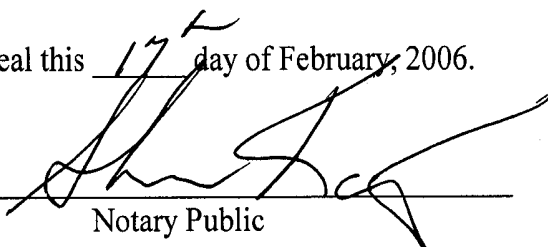
GKF:me  
February 17, 2006  
(174912513)

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that BENJAMIN J. RANDALL, a Manager of GRIBENES LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that individually and as such Manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of February, 2006.

  
\_\_\_\_\_  
Notary Public

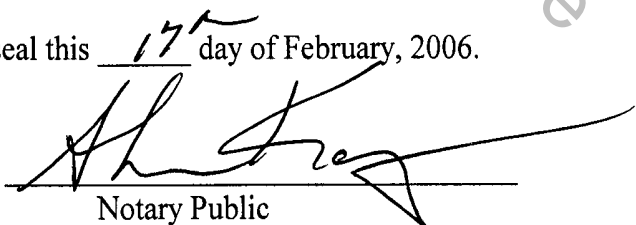
My Commission Expires:



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that BENJAMIN J. RANDALL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of February, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL J. HYMAN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of February, 2006.

*Sandra Sanchez Belluomini*  
\_\_\_\_\_  
Notary Public



My Commission Expires:

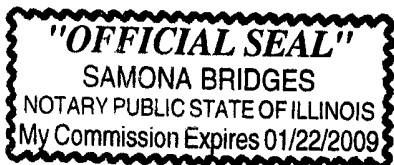
5/18/2006

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that SHELDON SMITH, a Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 2006.

*Samona Bridges*  
\_\_\_\_\_  
Notary Public



My Commission Expires:

1/22/2009

# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PREMISES

#### PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

BEGINNING AT A POINT WHICH IS 353.34 FEET EAST OF THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, MEASURED ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE, SOUTHWESTERLY ALONG A LINE DRAWN SOUTH 18 DEGREES, 30 MINUTES WEST FROM THE LAST MENTIONED LINE TO THE CENTERLINE OF HIGGINS ROAD, THE INTERSECTION OF THE LAST DESCRIBED LINE AND THE CENTERLINE OF HIGGINS ROAD, BEING A TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF HIGGINS ROAD, A DISTANCE OF 167.26 FEET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF HIGGINS ROAD FROM THE LAST MENTIONED POINT, WHICH DEFLECTS SOUTHERLY 00 DEGREE, 23 MINUTES, 30 SECONDS ~, A DISTANCE OF 151.90 FEET; THENCE NORTHEASTERLY ALONG A LINE NORTH 18 DEGREES, 30 MINUTES EAST, A DISTANCE OF 535.00 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE NORTH 71 DEGREES, 30 MINUTES WEST TO A POINT IN THE NORTH LINE FIRST HEREIN DESCRIBED; THENCE SOUTHWESTERLY ALONG SAID LINE DRAWN SOUTH 18 DEGREES, 30 MINUTES WEST TO THE TRUE POINT OF BEGINNING, (EXCEPT PARTS TAKEN FOR HIGGINS ROAD AND EXCEPT THAT PART LYING WEST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, AFORESAID), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

BEGINNING AT A POINT WHICH IS 353.34 FEET EAST OF THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, MEASURED ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTHWESTERLY ALONG A LINE DRAWN

# UNOFFICIAL COPY

SOUTH 18 DEGREES, 30 MINUTES WEST FROM THE LAST DESCRIBED LINE TO THE CENTER LINE OF HIGGINS ROAD, THE INTERSECTION OF THE LAST DESCRIBED LINE AND THE CENTERLINE OF HIGGINS ROAD, BEING A TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF HIGGINS ROAD, A DISTANCE OF 167.26 FEET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF HIGGINS ROAD FROM THE LAST MENTIONED POINT, WHICH DEFLECTS SOUTHERLY 00 DEGREE, 23 MINUTES, 30 SECONDS ~, A DISTANCE OF 151.90 FEET; THENCE NORTHEASTERLY ALONG A LINE NORTH 18 DEGREES, 30 MINUTES EAST, A DISTANCE OF 535.00 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE NORTH 71 DEGREES, 30 MINUTES WEST TO A POINT IN THE LINE FIRST HEREIN DESCRIBED; THENCE SOUTHWESTERLY ALONG SAID LINE DRAWN SOUTH 18 DEGREES, 30 MINUTES WEST TO THE TRUE POINT OF BEGINNING, (EXCEPT PARTS TAKEN FOR HIGGINS ROAD AND EXCEPT THAT PART LYING EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26 AFORESAID), IN COOK COUNTY, ILLINOIS.

Property Address of Premises

2300 East Higgins Road  
Elk Grove Village, Illinois 60007

Permanent Tax Identification Numbers of Premises:

08-26-400-004-0000  
08-26-401-027-0000

GKF:me  
February 17, 2006  
(174912513)