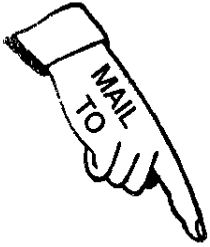


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**THIS INSTRUMENT
PREPARED BY AND WHEN
RECORDED, RETURN TO:**

J. Richard White, Esq.
Winstead Sechrest & Minick P.C.
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

P.I.N. 07-13-101-013-0000



Doc#: 0612434124 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/04/2006 02:07 PM Pg: 1 of 6

Street Address: 915, 935 and 955 National Parkway, Schaumburg, Illinois

TO BE RECORDED IN THE
MORTGAGE RECORDS OF
COOK COUNTY, ILLINOIS

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE
FINANCING STATEMENT**

Loan No. CF 333500

This FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT ("First Amendment") is dated as of April 12, 2006, and entered into by ROMANEK SCHAUMBURG LLC, a Delaware limited liability company ("Borrower"), and NOMURA CREDIT & CAPITAL, INC., a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, Borrower and Lender entered into that certain Mortgage, Security Agreement and Fixture Financing Statement, dated as of February 16, 2006, but effective as of February 13, 2006 (as amended, restated, or otherwise modified from time to time, the "Mortgage"). Unless specifically defined or redefined below, capitalized terms used herein shall have the meanings ascribed thereto in the Mortgage; and

WHEREAS, Borrower and Lender have agreed to amend the Mortgage to make certain changes as set forth herein.

Near North National Title
222 N. LaSalle
Chicago, IL 60601

1/1
BJZ
ANNNT 01060191

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NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Borrower and Lender agree as follows.

1. Rent Abatement Reserve: Section B-7 of Exhibit B of the Mortgage is hereby amended and restated, in its entirety, to be and read as follows, from and after the date hereof:

"B-7 Rent Abatement Reserve. Contemporaneously with the execution of this Mortgage, Borrower has established with the Lender a reserve in the amount of \$285,000.00 (the "Rent Abatement Reserve") by depositing such amount with Lender. The Rent Abatement Reserve shall be held by Lender as additional security for the Loan. So long as no default shall have occurred and be continuing hereunder or under any of the other Loan Documents, the applicable Monthly Rent Abatement Amount (as herein defined) of the Rent Abatement Reserve for each designated calendar month shall be utilized by Lender (or its servicer) for the payment of debt service on the Note due and payable for the specified month. The monthly amount of the Rent Abatement Reserve ("Monthly Rent Abatement Amount") shall be as follows:

<u>Month</u>	<u>Monthly Rent Abatement Amount</u>
May, 2006	\$60,743.00
June, 2006	\$60,743.00
July, 2006	\$60,743.00
August, 2006	\$60,743.00
September, 2006	<u>\$42,028.00</u>
Total:	\$285,000.00

Upon the full payment and satisfaction of all amounts owing under the Note and the other Loan Documents, any balance in the Rent Abatement Reserve shall be disbursed to Borrower."

1. Effectiveness of the Loan Documents. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Mortgage and other Loan Documents (as defined in the Mortgage) are hereby ratified and shall remain in full force and effect.

2. Governing Law. **THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.**

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3. Headings. The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.

4. Construction. Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.

5. Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

IN WITNESS WHEREOF, this First Amendment is executed as of the date first set forth above.

[SIGNATURE PAGES FOLLOW]

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LENDER:

NOMURA CREDIT & CAPITAL, INC.,
a Delaware corporation

By: *N. Dante LaRocca*
Name: **N. Dante LaRocca**
Title: **Managing Director**

STATE OF NEW YORK

§
§
§

COUNTY OF NEW YORK

This instrument was ACKNOWLEDGED before me on April 13, 2006 by N. Dante LaRocca, as Managing Director of NOMURA CREDIT & CAPITAL, INC., a Delaware corporation, on behalf of said corporation.

[S E A L]

My Commission Expires:

12-06-08

Josephine G. Cimino
Notary Public, State of New York

Josephine G. Cimino
Printed Name of Notary Public

JOSEPHINE G. CIMINO
Notary Public, State of New York
No. 01C16119638
Qualified in King County
Commission Expires December 6, 2008

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BORROWER:

ROMANEK SCHAUMBURG LLC,
a Delaware limited liability company

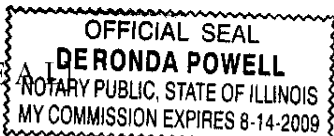
By: *Marvin M. Romanek*
Name: Marvin M. Romanek
Title: Manager

STATE OF ILLINOIS

§
§
§

COUNTY OF COOK

This instrument was ACKNOWLEDGED before me on April __, 2006 by Marvin M. Romanek as Manager of ROMANEK SCHAUMBURG LLC, a Delaware limited liability company, on behalf of said limited liability company.



[S E A L]

My Commission Expires:

8/14/09

Deronda Powell
Notary Public, State of Illinois

Deronda Powell
Printed Name of Notary Public

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Parcel 1

Lot 2 in Oxford Capital Partner's Resubdivision being a resubdivision of Lot 1 in Anderson's Third Resubdivision, a resubdivision of part of Lot 2 in Anderson's Second Resubdivision, a resubdivision of Anderson's Resubdivision of part of Lot 11 in Anderson's Woodfield Park, a subdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10, East of the Third Principal Meridian, except that part thereof described as follows:

Beginning at the Southwest corner of Lot 2 aforesaid; thence north along the west line of said lot, 20.00 feet; thence Southeasterly to a point on the south line of said lot 20.00 feet east of the southwest corner thereof; thence west, along said south line, 20.00 feet to the point of beginning, in Cook County, Illinois.

Parcel 2 - EASEMENT ESTATE

A permanent, non-exclusive reciprocal easement for vehicular and pedestrian access and parking as described in the Reciprocal Easement Agreement for Access and Parking recorded in document no. 0408918051, Cook County Recorder of Deeds, Cook County, Illinois.

Parcel 3 - EASEMENT ESTATE

A permanent, non-exclusive, irrevocable and perpetual easement for pedestrian and vehicular ingress and egress to and from East Woodfield Road as described in the Easement Agreement recorded in document no. 0010457075, Cook County, Recorder of Deeds, Cook County, Illinois.

PIN 07-13-101-013-0000

Cook County Clerk's Office