

# UNOFFICIAL COPY

This instrument prepared by and after recording should be returned to:

FagelHaber LLC  
55 East Monroe Street  
40<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Victor A. Des Laurier, Esq.

PIN: 10-29-303-017-0000  
10-29-400-008-0000

Common Address: 7420 North Lehigh Avenue  
Niles, Illinois 60714



Doc#: 0613812162 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/18/2006 04:17 PM Pg: 1 of 7

## FIRST AMENDMENT TO MORTGAGE DOCUMENTS

This First Amendment to Mortgage Documents (this "First Amendment") is made and entered into as of June 15, 2005, by and between Perutz Properties, LLC, an Illinois limited liability company, with its principal office located at 7420 North Lehigh Avenue, Niles, Illinois 60714 ("Mortgagor"), and JPMorgan Chase Bank, N.A., a national banking association with an office located at 120 South LaSalle Street, Chicago, Illinois 60603 (the "Bank").

### WITNESSETH:

WHEREAS, prior hereto, the Bank provided certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Mortgagor pursuant to (a) that certain Mortgage and Security Agreement dated as of December 16, 2004, executed by Mortgagor for the benefit of the Bank, recorded with the Cook County, Illinois, Recorder of Deeds on January 4, 2005, as Document No. 0500433051 (the "Mortgage"), (b) that certain Secured Term Note dated as of December 16, 2004, in the principal amount of Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) executed and delivered by Mortgagor to the Bank (the "Note"), (c) that certain Assignment of Rents and Lessor's Interest in Leases dated as of December 16, 2004, executed and delivered by Mortgagor to Bank, recorded with the Cook County, Illinois, Recorder of Deeds on January 4, 2005, as Document No. 0500433052 (the "Assignment of Rents"), (d) that certain Environmental Indemnity Agreement dated as of December 16, 2004, executed and delivered by Mortgagor and Nimlok Company, a Delaware corporation ("Nimlok"), to the Bank (the "Environmental Indemnity Agreement"), and (e) the other documents, agreements and instruments referenced in the Mortgage, the Note, the Assignment of Rents or the Environmental Indemnity or executed and delivered pursuant thereto;

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WHEREAS, prior hereto, the Bank provided Nimlok a line of credit in a maximum aggregate principal amount not to exceed Five Hundred Thousand and no/100 Dollars (\$500,000.00) (the "Line of Credit");

WHEREAS, Mortgagor and Nimlok have requested that the Bank amend the Mortgage and the Assignment of Rents to exclude the Line of Credit from the obligations secured thereby (the "Additional Financial Accommodations");

WHEREAS, the Bank is willing to provide the Additional Financial Accommodations to the Mortgagor, provided, among other things, Mortgagor executes and delivers this First Amendment to the Bank.

WHEREAS, Mortgagor acknowledges and agrees that (i) Mortgagor is benefited by the Additional Financial Accommodations provided by the Bank to Mortgagor and Nimlok, (ii) Mortgagor's execution and delivery of this First Amendment is a material inducement to the Bank providing the Additional Financial Accommodations to Mortgagor and Nimlok, and (iii) without this First Amendment, the Bank would not have provided the Additional Financial Accommodations to Mortgagor and Nimlok.

NOW, THEREFORE, in consideration of the Additional Financial Accommodations, the mutual promises and understandings of Mortgagor and the Bank set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and Mortgagor hereby agree as set forth in this First Amendment.

## 1. DEFINITIONS.

A. Generally Except as expressly set forth in this First Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage.

B. Amended Definitions. Section 1.1 of the Mortgage is hereby amended by deleting the definitions of "Obligors' Covenants" and "Obligors' Liabilities" in their entirety and substituting therefor the following:

**"Obligors' Covenants"**: shall mean all now existing or hereafter arising covenants, duties, obligations and agreements of Obligors or either Obligor to and with the Bank, whether pursuant to this Mortgage, the Reimbursement Agreement, the Term Note, the Other Agreements or otherwise. Notwithstanding the foregoing, this definition shall exclude Nimlok's obligations pursuant to that certain Amended and Restated Revolving Promissory Note dated as of June 15, 2005, in the principal sum of Five Hundred Thousand and no/100 Dollars (\$500,000.00), executed and delivered by Nimlok to the Bank, as amended and restated from time to time.

**"Obligors' Liabilities"**: shall mean any and all debts, claims, Rate Management Obligations, obligations, demands, monies, liabilities or indebtedness of any and every kind or nature heretofore, now or hereafter owing,

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arising, due or payable from Obligors or either Obligor to the Bank, however evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, indirect, absolute, contingent, fixed, determinable, undeterminable, insured and uninsured, whether pursuant to the terms and provisions of this Mortgage, the Reimbursement Agreement, the Term Note, the Other Agreements or otherwise, including, without limitation, all advances made to protect and preserve the value of the Mortgaged Property and the priority of the Bank's mortgage and lien thereon. Notwithstanding the foregoing, this definition shall exclude Nimlok's obligations pursuant to that certain Amended and Restated Revolving Promissory Note dated as of June 15, 2005, in the principal sum of Five Hundred Thousand and no/100 Dollars (\$500,000.00), executed and delivered by Nimlok to the Bank, as amended and restated from time to time.

2. **REAFFIRMATION OF MORTGAGE AND ASSIGNMENT OF RENTS.** Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in the Mortgage and Assignment of Rents, each as amended hereby.

3. **SEVERABILITY.** Wherever possible, each provision of this First Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

4. **FEES, COSTS AND EXPENSES.** Mortgagor agrees to pay, upon demand, all fees, costs and expenses incurred by the Bank, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery, recording and administration of this First Amendment and the other agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith.

5. **EXHIBIT.** The Exhibit referred to herein is attached hereto, made a part hereof and incorporated herein by this reference thereto.

6. **CHOICE OF LAW.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

7. **CONFLICT.** If, and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the Mortgage and the Assignment of Rents, the Mortgage and the Assignment of Rents, as amended by this First Amendment, shall remain in and have their intended full force and effect, and the Bank and Mortgagor hereby affirm, confirm and ratify the

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same.

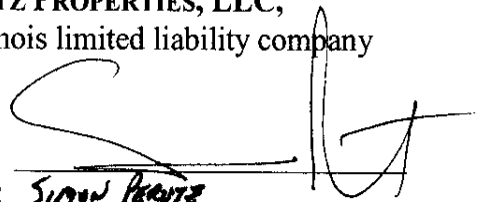
8. **WAIVER OF JURY TRIAL.** MORTGAGOR AND THE BANK EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

**IN WITNESS WHEREOF**, the Bank and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized officers, directors, members, or managers, as the case may be, as of the date first set forth above.

**JPMORGAN CHASE BANK, N.A.**,  
a national banking association

**PERUTZ PROPERTIES, LLC**,  
an Illinois limited liability company

By:   
Name: Todd Meagher  
Title: AVP

By:   
Name: Simon Perutz  
Title: MEMBER

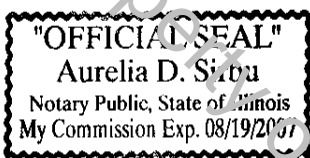
Property of Cook County Clerk's Office

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STATE OF ILLINOIS            )  
  ) S.S.  
COUNTY OF Cook            )

I, Aurelia D. Sirbu, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Simon Perutz who is personally known to me to be the member of **PERUTZ PROPERTIES, LLC**, an Illinois limited liability company, subscribed to the foregoing First Amendment to Mortgage Documents, 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15<sup>th</sup> day of June, 2005.



Aurelia D. Sirbu  
Notary Public

Proprietor of Cook County Clerk's Office

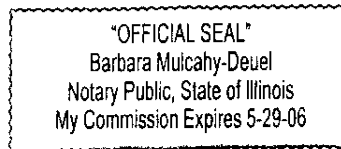
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STATE OF ILLINOIS )  
 ) S.S.  
COUNTY OF COOK )

I, BARBARA MULCAHY-DEUEL, a Notary Public in and for said County, in the State aforesaid, do hereby certify that TODD MEGGOS who is personally known to me to be a AVP of JPMORGAN CHASE BANK, N.A. and the same person whose name is subscribed to the foregoing First Amendment to Mortgage Documents, 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15 day of June, 2005.

*Barbara Mulcahy-Deuel*  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

THE SOUTH 425 FEET OF THE EAST 18.5 ACRES (EXCEPT THE WEST 330.0 FEET THEREOF) OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH 425 FEET OF LOT 5 OF MCDONNELL'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS.

**PIN NUMBERS:** 10-29-303-017-0000  
10-29-400-008-0000

**COMMON ADDRESS:** 7420 North Lehigh Avenue  
Niles, Illinois 60714

Doc. No. 433687.2