



FOR I Doc#: 0622042263 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/08/2006 02:13 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Carrie Roca-Dawson
Merrill Lynch Business Financial
Services Inc.
222 North LaSalle St.
17th Floor
Chicago, Illinois 60601

Property of Cook County Clerk's Office

MODIFICATION NO. 1 TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS AND LEASES

STATE OF ILLINOIS
COUNTY OF COOK

This **MODIFICATION NO. 1 TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS AND LEASES** ("Modification") is made and delivered as of the 31st day of July, 2006, by **E&J REAL ESTATE, L.L.C.** ("Mortgagor") to **MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.**, a Delaware corporation ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor heretofore executed and delivered to Mortgagee that certain **MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT** dated as of August 11, 2000 (the "Mortgage") and that certain **ASSIGNMENT OF RENTS AND LEASES** dated as of August 11, 2000 (the "Assignment") conveying to Mortgagee certain real property located in Cook County, Illinois (the "Property") which is further and more particularly described on Exhibit "A" attached hereto and made a part hereof by reference, and the assignment of rents and leases relating to such Property to secure an indebtedness owed by Mortgagor that is evidenced by the "Note" (as originally defined in the Mortgage) and the "Loan Agreement" (as originally defined in the Mortgage and Assignment). The Mortgage was recorded on August 29, 2000 as Document Number 00669791 and the Assignment was recorded on August 29, 2000 as Document Number 00669792;

WHEREAS, Mortgagor has requested that Mortgagee provide additional financing that will benefit Mortgagor and Mortgagee has agreed to provide such financing provided that the Mortgage and Assignment are amended so that the Property, Rents and Leases should also serve as collateral for such additional indebtedness; and

WHEREAS, as a result Mortgagor and Mortgagee desire to amend and modify the Mortgage and the Assignment to accurately reflect the additional indebtedness secured by the Mortgage and Assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed between the parties that, as of the date set forth above, the Mortgage and Assignment are amended as follows:

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Box 400-CTCC

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1. All capitalized terms in this Modification shall have the meaning in the Mortgage or Assignment, as applicable, unless otherwise defined herein.
2. As used in the Mortgage, the term "Note" shall mean and refer to the following instrument:
 - (a) **WCMA NOTE** given by Mortgagor to Mortgagee and included in **WCMA REDUCING REVOLVER LOAN AGREEMENT NO. 661-07G97** providing for a maximum revolving line of credit of \$6,918,354.00,as may from time to time be or have been amended, renewed, restated, extended or supplemented.
3. As used in the Mortgage and Assignment, the term "Loan Agreement" shall include, without limitation, the WCMA Note, described above and the **WCMA REDUCING REVOLVER LOAN AGREEMENT NO. 661-07G97** between Mortgagor and Mortgagee.
4. As used in the Mortgage, the term "Obligations" shall mean all indebtedness, obligations and liabilities of Mortgagor to Mortgagee, howsoever created, arising or evidenced, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint and several, and, without limiting the foregoing, shall include all present and future liabilities, indebtedness and obligations of Customer under the Documents.
5. As used in the Assignment, the term "Obligations" shall mean all obligations, liabilities and indebtedness of every kind and nature now or hereafter owing, arising, due or payable from Customer to MLBFS, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due, including without limitation, interest accruing after the filing of any petition in bankruptcy, and all present and future obligations, liabilities and indebtedness of Customer to MLBFS under the Loan Agreement, and the agreements, instruments and documents executed pursuant to the Loan Agreements, without this Assignment.
6. The proceeds of any foreclosure sale of the Property or collection on Rents and Leases, to the extent that the Mortgage or Assignment requires the application thereof on account of the outstanding balance of the Note or Loan Agreement, may, in the sole discretion of Mortgagee, be applied to any of the Notes included in the above definition of "Note", in any order or any obligations under the WCMA Reducing Revolver Loan Agreements defined above, in any order.
7. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Modification No. 1 and as may be further amended and/or restated from time to time.
8. All references to the "Assignment" in the Assignment shall mean the "Assignment" as amended by this Modification No. 1 and as may be further amended and/or restated from time to time.
9. In all other respects, the Mortgage and Assignment are hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage and Assignment shall have the same meanings herein as therein.
10. This Modification to the **MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS AND LEASES** shall bind and inure to the benefit of the Mortgagor and the Mortgagee and their respective successors and assigns.

(SIGNATURE PAGE TO FOLLOW)

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IN WITNESS WHEREOF, Mortgagor has executed and sealed this MODIFICATION NO. 1 TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS AND LEASES as of the day and year first above written.

B&J REAL ESTATE, L.L.C.

BY: Bernard L. Downey Jean Ann Downey
 BERNARD L. DOWNEY JEAN ANN DOWNEY
 MANAGER MANAGER

Witness:

By: Patricia Dzieczic
 Printed Name: PATRICIA Dzieczic

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EXHIBIT A ATTACHED TO AND HEREBY MADE A PART OF MODIFICATION NO. 1 TO MORTGAGE, ASSIGNMENT OF RENTS, FINANCING STATEMENT AND SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS AND LEASES AMONG B&J REAL ESTATE, L.L.C. AND MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.

COMMON ADDRESS OF REAL PROPERTY: 2101 - 2125 Gardner Road
Broadview, IL

RECORD OWNER: B&J REAL ESTATE, L.L.C.

PIN NUMBER: 15-16-420-004-0000
15-16-420-005-0000

LEGAL DESCRIPTION:

THAT PART OF LOT 16 LYING WEST OF THE WEST RIGHT OF WAY OF INDIANA HARBOR BELT RAILROAD COMPANY (EXCEPT THAT PART TAKEN FOR ROOSEVELT ROAD) IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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