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This Amendment Prepared by  
and after recording should be returned to:

Doc#: 0636344066 Fee: \$36.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/29/2008 10:57 AM Pg: 1 of 7

Wesley W. Broquard  
Barnes & Thornburg LLP  
One North Wacker Drive, Suite 4400  
Chicago, Illinois 60606

## FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES (the "Amendment") is made as of September 21, 2006, by and between **510 WELLINGTON, LLC**, an Illinois limited liability company, whose address is c/o Wexenthaller Realty Management, Inc., 3170 North Sheridan Road, 2<sup>nd</sup> Floor, Chicago, Illinois 60657 (the "Mortgagor"), and **SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY**, a Mississippi corporation (the "Mortgagee"), having an address of 1401 Livingston Lane, Jackson, Mississippi 39213, with reference to the following facts:

A. Mortgagee is the legal owner and holder of a Promissory Note dated February 10, 2004 (the "Note"), executed and delivered by Mortgagor in favor of Mortgagee in the original principal amount of \$3,500,000.

B. The Note is secured by, among other things, a Mortgage, Security Agreement and Assignment of Leases dated February 10, 2004 (the "Mortgage"), executed by Mortgagor in favor of Mortgagee and encumbering certain real property (the "Security Property") described in Exhibit A attached hereto and made a part hereof. The Mortgage was recorded in the land records of Cook County, Illinois, on February 19, 2004, as document number 0405033113.

C. Section 9 of the Mortgage prohibits Mortgagor from, among other things, causing or permitting to occur the transfer of a membership interest in a limited liability company that is a direct or indirect owner of Mortgagor without the prior written consent of Mortgagee if, after such transfer, Mitzi Heytow no longer (i) maintains at least 51% of the beneficial ownership interest in Mortgagor, or (ii) retains voting control of Mortgagor (the "Controlling Interest").

D. Mitzi Heytow now desires to transfer her 73.6099% membership interest in McCormick City-H, LLC, an Illinois limited liability company, which is the sole member of Mortgagor, to Eugene Heytow (the "Transfer"). Pursuant to Section 9 of the Mortgage, Mitzi Heytow has requested that Mortgagee consent to the Transfer. Mortgagor acknowledges that

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Mortgagee must give its prior written consent to the Transfer because Mitzi Heytow will not hold the Controlling Interest in Mortgagor after the Transfer.

E. As a condition precedent to Mortgagee's consent to the Transfer, Mortgagee requires that Section 9 of the Mortgage be amended to provide that, after the completion of the Transfer, the Controlling Interest must be held by Eugene Heytow until transferred with Mortgagee's prior written consent.

F. As a further condition precedent to Mortgagee's consent to the Transfer, Mortgagee requires that Mortgagor direct Chicago Title Insurance Company (the "Title Insurer") to record this Amendment and issue its date down endorsement to Mortgagee's Loan Policy Number 1401 008188088 D2 (the "Loan Policy").

G. Mortgagor agrees to amend the Mortgage as provided herein, but not otherwise, and to cause the Title Insurer to record this Amendment and issue its date down endorsement to the Loan Policy.

**NOW, THEREFORE**, in consideration of the foregoing premises, and in consideration of Mortgagee granting its consent to the Transfer, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Mortgagor, intending to be legally bound, agrees as follows:

1. **Definitions.** The terms defined in the Mortgage shall have the same meaning when used in this Amendment unless defined otherwise in this Amendment.

2. **Amendment.** Effective as of the later of (i) the date of this Amendment or (ii) the closing date of the Transfer, the name of Mitzi Heytow shall be deleted from the second paragraph of Section 9 of the Mortgage and replaced with the name of Eugene Heytow, such that the second paragraph of Section 9 of the Mortgage shall read as follows:

"The following transfers shall not be in violation of this Paragraph 9: (i) a transfer as the result of the death of an Obligor who is a natural person, provided that a transferee acceptable to Mortgagee assumes the liability of the decedent with respect to the Loan within 90 days of the person's death; (ii) transfers required by law (but specifically excepting transfers as a result of foreclosure sale or bankruptcy or insolvency proceedings); and (iii) transfers of interests by and among members and between members and managing members, or intra-family or estate transfers, so long as Eugene Heytow continues to maintain at least 51% of the beneficial ownership interest in Mortgagor (measured both by percentage of capital and allocation of profits) and retains voting control of Mortgagor."

3. **Recording and Title.** Upon the execution of this Amendment, Mortgagor shall cause the Title Insurer to record this Amendment in the Office of the County Recorder for Cook County, Illinois, and to issue its date down endorsement to the Loan Policy, insuring

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3. **Recording and Title.** Upon the execution of this Amendment, Mortgagor shall cause the Title Insurer to record this Amendment in the Office of the County Recorder for Cook County, Illinois, and to issue its date down endorsement to the Loan Policy, insuring Mortgagee's first priority mortgage lien against the Security Property through the date of recording this Amendment.

4. **Consent.** Effective as of the date of this Amendment, Mortgagee grants its written consent to the Transfer.

5. **Continuing Force and Effect.** Except as specifically modified by this Amendment the Mortgage shall continue in full force and effect. Mortgagor reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Mortgagee pursuant to the Mortgage and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Amendment, affected in any manner whatsoever.

WITNESS the due execution of this Amendment as of the date first above written.

**510 WELLINGTON, LLC**

By: 

Name: Bruce Wechsler

Its: Authorized Manager

**SOUTHERN FARM BUREAU  
LIFE INSURANCE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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Mortgagee's first priority mortgage lien against the Security Property through the date of recording this Amendment.

4. **Consent.** Effective as of the date of this Amendment, Mortgagee grants its written consent to the Transfer.

5. **Continuing Force and Effect.** Except as specifically modified by this Amendment, the Mortgage shall continue in full force and effect. Mortgagor reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Mortgagee pursuant to the Mortgage and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Amendment, affected in any manner whatsoever.

WITNESS the due execution of this Amendment as of the date first above written.

**510 WELLINGTON, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Authorized Manager

**SOUTHERN FARM BUREAU  
LIFE INSURANCE COMPANY**

By:  \_\_\_\_\_

Name: **Philip Hogue**  
**Vice President** \_\_\_\_\_

Its: **Realty Investments** \_\_\_\_\_

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## ACKNOWLEDGMENTS:

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

I, Veronika Kubska, a Notary Public in and for said County and State, certify that Bruce Wehrke known to me to be the Authorized Manager of 510 Wellington, LLC, an Illinois limited liability company and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that she/he signed and delivered the said instrument on behalf of said company as her/his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7 day of August 2006.



Veronika Kubska  
Notary Public

Veronika Kubska  
Printed Name

My commission expires: June 12, 2008

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County and State, certify that \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Southern Farm Bureau Life Insurance Company, a Mississippi corporation, and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that she/he signed and delivered the said instrument on behalf of said corporation as her/his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of August 2006.

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

\_\_\_\_\_  
Printed Name

My commission expires: \_\_\_\_\_

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## ACKNOWLEDGMENTS:

STATE OF ILLINOIS )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County and State, certify that \_\_\_\_\_, known to me to be the Authorized Manager of 510 Wellington, LLC, an Illinois limited liability company and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that she/he signed and delivered the said instrument on behalf of said company as her/his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of September 2006.

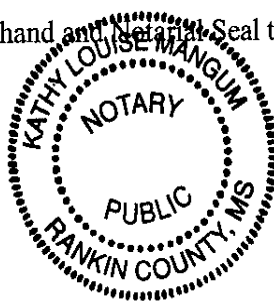
\_\_\_\_\_  
 Notary Public  
 \_\_\_\_\_  
 Printed Name

My commission expires: \_\_\_\_\_

STATE OF Mississippi )  
 ) ss.  
 COUNTY OF Hinds )

I, Kathy L. Mangum, a Notary Public in and for said County and State, certify that Philip Hogue, known to me to be the Vice President of Southern Farm Bureau Life Insurance Company, a Mississippi corporation, and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that she/he signed and delivered the said instrument on behalf of said corporation as her/his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of September 2006.



Kathy L. Mangum  
 Notary Public  
Kathy L. Mangum  
 Printed Name

My commission expires: \_\_\_\_\_

Notary Public State of Mississippi At Large  
 My Commission Expires: November 5, 2009  
 Bonded Thru Heiden, Brooks & Garland, Inc.

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## EXHIBIT "A"

### SECURITY PROPERTY

THE EAST 15 FEET OF LOT 57 AND ALL OF LOTS 58, 59 AND 60 IN CULVER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 20 RODS OF THE NORTH 60 RODS, ALSO THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index Number: 14-28-108-022-0000

Address of property: 510 West Wellington Avenue  
Chicago, Cook County, Illinois 60657

CHDS01 345410v5

Property of Cook County Clerk's Office