

# UNOFFICIAL COPY



Doc#: 0703734101 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/06/2007 03:06 PM Pg: 1 of 6

When recorded return to:

JPMorgan Chase Bank, N.A.  
201 N. Central Ave., 14<sup>th</sup> floor  
Phoenix, AZ 85004  
Attention: Melinda Keegan, AZ1-1240

## AMENDMENT TO DEED OF TRUST

This Amendment is made as of January 31, 2007, by UG Prairie Stone, LP, an Illinois limited partnership, ("Mortgagor") and JPMorgan Chase Bank, N.A., a national banking association ("Mortgagee")

### RECITALS

A. Trustor previously executed and delivered to Beneficiary that certain Deed of Trust dated December 14, 2006 and recorded on December 21, 2006 in the records of the Cook County, Illinois Recorder at Recording Number 0635546007 ("Deed of Trust") to secure, among other things, a promissory note dated December 14, 2006 in the sum of \$3,050,000.00 ("Note") made by Mortgagor in favor of Mortgagee and interest as specified therein and any and all extensions, revisions or renewals thereof in whole or in part as provided in the Deed of Trust.

B. Mortgagor and Mortgagee have entered into or contemplate entering into a Modification Agreement of even date herewith ("Agreement") which, among other things, amends the Note to increase the principal amount thereof to \$3,200,250.00 and Mortgagor and Mortgagee wish to enter into this Amendment to amend the Deed of Trust to provide that it secures the Note as so amended.

Now, therefore, in consideration of the premises, the promises hereafter set forth and for other good and valuable consideration, the receipt of which, is hereby acknowledged, Mortgagor and Mortgagee hereby confirm and agree as follows:

### AGREEMENT

1. The Deed of Trust is hereby amended to provide that it is given to secure the Note, as amended by the Agreement to increase the principal amount thereof to \$3,200,250.00.

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2. Mortgagor confirms and restates all the representations and warranties contained in the Deed of Trust, as amended hereby, as of the date hereof.

3. Mortgagor will execute and deliver such further instruments and do such other things as in the sole opinion of Mortgagee are necessary or desirable to effect the intent of this Amendment and to secure to Mortgagee the benefits of all rights, authorities and remedies conferred upon Mortgagee by the terms of this Amendment. Without limiting the generality of the foregoing, Mortgagor, at its expense, will perform all acts and execute and deliver all instruments necessary or required by Mortgagee in order to maintain the Deed of Trust, as amended hereby, as a lien on the real and personal property covered by the Deed of Trust, subject only to those encumbrances set forth in the Deed of Trust.

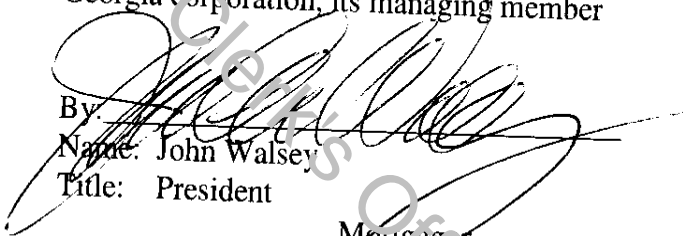
4. Mortgagor and Mortgagee hereby ratify and confirm the Deed of Trust, as amended hereby in all respects; and, as amended hereby, the terms thereof shall remain in the full force and effect.

IN WITNESS WHEREOF, this Amendment is duly executed by Mortgagor and Mortgagee as of the day and year first above written.

UG PRAIRIE STONE, LP, an Illinois limited partnership

By: UG Properties, LLC, a California limited liability company, its general partner

By: WL & Associates Realty Advisors, Inc., a Georgia corporation, its managing member

By:   
Name: John Walsey  
Title: President

Mortgagor

JPMorgan Chase Bank, N.A., a national banking association

By: \_\_\_\_\_  
Name: Eric A. Alford  
Title: Vice President

Mortgagee

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2. Mortgagor confirms and restates all the representations and warranties contained in the Deed of Trust, as amended hereby, as of the date hereof.

3. Mortgagor will execute and deliver such further instruments and do such other things as in the sole opinion of Mortgagee are necessary or desirable to effect the intent of this Amendment and to secure to Mortgagee the benefits of all rights, authorities and remedies conferred upon Mortgagee by the terms of this Amendment. Without limiting the generality of the foregoing, Mortgagor, at its expense, will perform all acts and execute and deliver all instruments necessary or required by Mortgagee in order to maintain the Deed of Trust, as amended hereby, as a lien on the real and personal property covered by the Deed of Trust, subject only to those encumbrances set forth in the Deed of Trust.

4. Mortgagor and Mortgagee hereby ratify and confirm the Deed of Trust, as amended hereby in all respects; and, as amended hereby, the terms thereof shall remain in the full force and effect.

IN WITNESS WHEREOF, this Amendment is duly executed by Mortgagor and Mortgagee as of the day and year first above written.

UG PRAIRIE STONE, LP, an Illinois limited partnership

By: UG Properties, LLC, a California limited liability company, its general partner

By: WL & Associates Realty Advisors, Inc., a Georgia corporation, its managing member

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

Name: John Walsey

Title: President

Mortgagor

JPMorgan Chase Bank, N.A., a national banking association

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

Name: Eric Alford

Title: Vice President

Mortgagee



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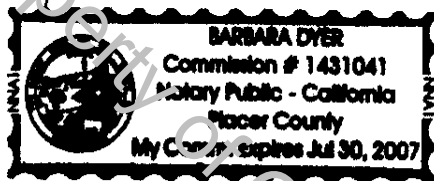
State of California )  
                  *Placer* ) ss.  
County of ~~Sacramento~~

The above instrument was acknowledged before me this 1 day of February,  
2007, by Eric ~~A.~~ Alford, the Vice President of JPMorgan Chase Bank, N.A., a national  
banking association, on behalf of said association.

My Commission Expires:

July 30, 2007

*Barbara Dyer*  
\_\_\_\_\_  
Notary Public



State of )  
                  ) ss.  
County of )

The above instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by John Walsey, the President of WL & Associates Realty Advisors, Inc. a Georgia  
corporation, on behalf of the corporation.

My Commission Expires:

\_\_\_\_\_

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

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## Exhibit "A"

**LOT 6A IN FINAL PLAT OF RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK  
AMENDED PLAT OF SUBDIVISION, BEING A RESUBDIVISION OF PART OF SECTIONS 32 AND  
33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 2001 AS DOCUMENT NUMBER  
0010323867, IN COOK COUNTY, ILLINOIS.**

Prairie Stone Lot  
Hoffman Estates, IL

01-33-303-008

01-33-303-008

Property of Cook County Clerk's Office