



Doc#: 0708234075 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/23/2007 11:19 AM Pg: 1 of 10

THIS DOCUMENT WAS  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:

Jeffrey P. Gray  
Wildman, Harrold, Allen  
& Dixon LLP  
225 West Wacker Drive  
Chicago, Illinois 60606

**SECOND AMENDMENT TO MORTGAGE AGREEMENT, COLLATERAL  
ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT**

This Second Amendment to Mortgage Agreement, Collateral Assignment of Rents and Leases, and Security Agreement, dated as of December 17, 2006 (this "Second Amendment"), is by and between **THE PRIVATE BANK AND TRUST COMPANY**, a banking corporation organized and existing under the laws of the State of Illinois, 920 South Waukegan Road, Lake Forest, Illinois 60045 ("Lender"), and **2101 W. PERSHING, LLC**, an Illinois limited liability company, 4051 Old Orchard Road, Skokie, Illinois 60076 ("Borrower").

**WHEREAS**, on December 17, 2004, Lender and Borrower entered into that certain Mortgage Agreement (as amended, the "Mortgage"), Collateral Assignment of Rents and Leases (as amended, the "Collateral Assignment"), and Security Agreement (as amended, the "Security Agreement"), each as amended by that certain First Amendment to Mortgage Agreement, Collateral Assignment of Rents and Leases, and Security Agreement dated December 17, 2005, and that certain Loan Agreement, as amended by that certain First Amendment to Loan Agreement dated December 17, 2005 (as amended, the "Loan Agreement"), concerning real property located in Cook County, Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof, pursuant to which Borrower is indebted to Lender in the principal amount of Seven Million Fifty Thousand and No/100 Dollars (\$7,500,000.00) (the "Indebtedness"), as evidenced by that certain First Amended and Restated Promissory Note dated December 17, 2005 (the "Note") (the Note, Mortgage, Loan Agreement, Collateral Assignment, Security Agreement, and all other documents evidencing, securing or guaranteeing the Indebtedness, except the Indemnity Agreement Regarding Hazardous Materials, as the same may be modified or amended from time to time, are referred to herein as the "Loan Documents"); and

**WHEREAS**, Lender and Borrower desire to modify certain of the Loan Documents on the terms stated herein;

Chicago Title Insurance Company  
1111 North Dearborn Street  
Chicago, IL 60610

Box 400-CTCC

JAY N. SALES 4th Fl.  
8187882 D2-R  
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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

## SECTION 1 EFFECT OF SECOND AMENDMENT

1.1. This Second Amendment amends the Loan Documents as provided herein. The terms of this Second Amendment shall govern in the event of any conflict with the terms of any of the Loan Documents. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Loan Documents. The terms of this Second Amendment shall be effective as of the date hereof. Except as amended herein, the Loan Documents shall remain in full force and effect and shall be incorporated herein and made a part hereof by reference. All references in any of the Loan Documents to a particular document shall be deemed to include this Second Amendment. Borrower agrees that any and all security interests granted in the Loan Documents shall remain in full force and effect and are unimpaired. By Borrower's execution of this Second Amendment, Borrower affirms all of the representations, warranties, covenants and terms of the Loan Documents, and confirms the accuracy or compliance of such provisions as if entered into as of the date of this Second Amendment.

## SECTION 2 AMENDMENTS TO MORTGAGE AGREEMENT

2.1. The "WHEREAS" clause of the Mortgage Agreement is hereby stricken and replaced with the following:

"WHEREAS, Mortgagor is justly indebted to Mortgagee in an aggregate principal sum of up to Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) pursuant to a Second Amended and Restated Promissory Note dated December 17, 2006 (the "Note"). The Note is made payable to the order of and delivered to Mortgagee, and is payable together with interest thereon, from the date thereof, at the rate, in installments, and in accordance with all other terms set forth therein and in a certain Loan Agreement dated December 17, 2004, by and between Mortgagor and Mortgagee (as amended from time to time, the "Loan Agreement"). All terms and conditions of the Loan Agreement are hereby incorporated herein by this reference."

2.2. Section 37 of the Mortgage is hereby amended by changing "December 17, 2006" to "June 17, 2007."

## SECTION 3 AMENDMENTS TO COLLATERAL ASSIGNMENT

3.1. Section 1 of the Collateral Assignment is amended by revising the following definitions as set forth below:

Loan Agreement. The definition shall be replaced in its entirety by the following: "That certain Loan Agreement of even date herewith, as amended from time to time, by and between the Assignor and the Assignee pursuant to which the Assignee has agreed, subject to the terms and conditions thereof, inter alia, to make a loan to the Assignor in the principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) and the Assignor has

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agreed, inter alia, to execute and deliver this Assignment as partial security for such loan.”

Note. The definition shall be replaced in its entirety by the following: “That certain secured Promissory Note of even date herewith, as amended from time to time, in the principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) of the Assignor, payable to the order of the Assignee.”

## **SECTION 4 AMENDMENTS TO THE SECURITY AGREEMENT**

4.1. The second “WHEREAS” clause of the Security Agreement shall be replaced in its entirety by the following:

“WHEREAS, in connection with the Property, Lender is making a secured loan to the Borrower in a principal sum of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) evidenced by a Promissory Note of even date herewith (as the same amended from time to time, the “Note”), Assignment of Leases and Rents, this Security Agreement, and other loan documents, all of even date herewith (collectively, as amended from time to time, the “Loan Documents”); and”

## **SECTION 5 GENERAL PROVISIONS**

5.1 Except as modified herein, the terms and conditions of the Mortgage, Collateral Assignment, and Security Agreement shall be and remain unchanged and in full force and effect as written. Nothing herein contained shall in any manner affect the priority or lien of the Mortgage, Collateral Assignment, or Security Agreement, or the covenants, conditions and agreements therein contained.

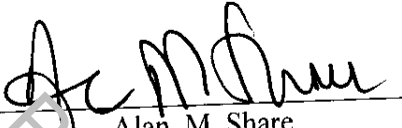
[SIGNATURES ON FOLLOWING PAGE]

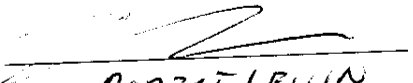
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IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement as of the date first written above.

**THE PRIVATEBANK AND TRUST COMPANY**

**2101 W. PERSHING, LLC**

By:   
Name: Alan M. Share  
Its: Managing Director

By:   
Name: ROBERT LEVIN  
Its: Manager

Exhibits:

- A. Legal Description of 2055-2101 W. Pershing Rd.

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 )  
COUNTY OF Lake ) SS.

I, Mary K. Parkison a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Alan M. Share, Managing Director of **THE PRIVATEBANK AND TRUST COMPANY**, a banking corporation organized and existing under the laws of the State of Illinois, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Managing Director appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of January, 2007.

Mary K. Parkison  
Notary Public

My commission expires:

12-16-2008

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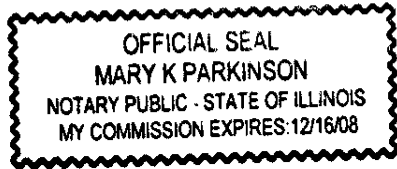
STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF LAKE     )

I, Mary K. Parkinson, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that ALAN M. SHACK, Manager of **2101 W. PERSHING, LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of January, 2007.

Mary K. Parkinson  
Notary Public

My commission expires:  
12-16-2008

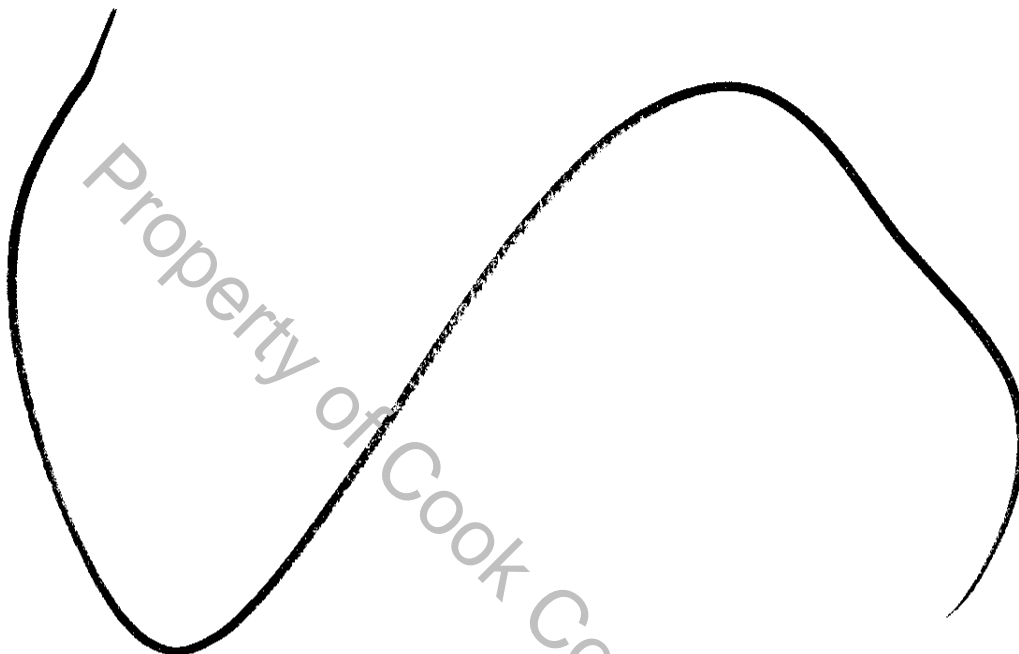


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## EXHIBIT A

Legal Description of Property

[SEE ATTACHED]



Address: 2055-2101 W. Pershing Rd

P.I.N. 20-05-200-048-0000  
20-06-100-013-0000  
20-06-100-014-0000  
20-06-100-015-0000  
20-06-100-016-0000  
20-06-100-076-0000  
20-06-100-079-0000

Property of Cook County Clerk's Office

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CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT FOR TITLE INSURANCE  
 SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008187882 D1

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

## PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH AT RIGHT ANGLES TO SAID PARALLEL LINE 310 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6 125.93 FEET TO A POINT; THENCE NORTHEASTERLY ON A CURVE CONVEX TO SOUTHEAST WITH A RADIUS OF 371 FEET A DISTANCE OF 18.35 FEET TO A POINT WHICH IS 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ON A LINE AT RIGHT ANGLES TO A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, DISTANCE OF 292.86 FEET; THENCE WEST ON LAST DESCRIBED PARALLEL LINE BEING ALSO THE SOUTH LINE OF WEST 39TH STREET, 132.5 FEET TO THE PLACE OF BEGINNING;

## PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 376.32 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE WEST ALONG A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4 A DISTANCE OF 132.5 FEET TO A POINT; THENCE SOUTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES WITH LAST DESCRIBED LINE A DISTANCE OF 292.86 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 300 FEET TO A POINT 132.5 FEET EAST OF THE LAST DESCRIBED STRAIGHT LINE, MEASURED AT RIGHT ANGLES THERETO; SAID POINT BEING 199.19 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 166.19 FEET TO THE PLACE OF BEGINNING;

## PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 691.39 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 500 FEET; THENCE WEST ON A STRAIGHT LINE PARALLEL TO AND 533 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET; THENCE NORTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE TO A POINT 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, SAID POINT BEING 999.39 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE EAST ON A STRAIGHT LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET TO THE PLACE OF BEGINNING;



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CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT FOR TITLE INSURANCE  
 SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008187882 D1

## PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF WEST PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, SAID POINT BEING 691.39 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 500 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 371 FEET, SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 50.07 FEET EAST OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 469.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE WEST ALONG THE SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING;

## PARCEL 5:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WITH THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 533 FEET A DISTANCE OF 308 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 371 FEET, THE SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG THE SAID CURVED LINE TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET, SAID POINT BEING 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 573 FEET A DISTANCE OF 140.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EXTENSION OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING;

## PARCEL 6:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WHICH POINT OF BEGINNING IS 393 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 270 FEET AN ARC DISTANCE OF 149.75 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4 OF SECTION 6, THE SAID POINT BEGINNING 47.5 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A

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COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

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DISTANCE OF 3.72 FEET MORE OR LESS TO A POINT 535.76 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 50 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 193.13 FEET AN ARC DISTANCE OF 51.88 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4, SAID POINT BEING 85.89 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4 A DISTANCE OF 85.89 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLE A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING;

## PARCEL 7:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF A LINE DRAWN PARALLEL WITH AND 343 FEET SOUTH OF THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 6 WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF WEST PERSHING ROAD FROM A POINT IN SAID SOUTH LINE OF W. PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF WEST PERSHING ROAD TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTH EAST HAVING A RADIUS OF 371 FEET SAID CURVED LINE EXTENDING FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH THE PARALLEL LINE FIRST HEREIN ABOVE DESCRIBED, WHICH IS PARALLEL WITH AND 343 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 125.98 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 8:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12 IN BLOCK 1 OF SOUTH PARK ADDITION TO AURORA, AND VACATED SOUTH STATE STREET WEST OF AND ADJOINING SAID BLOCK, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.