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Cook County Recorder of Deeds
Date: 07/18/2007 07:46 AM Pg: 1 of 12

THOMAS P. DUFFY, ESQ.
Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Chicago, Illinois 60606

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82 CW

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AMENDMENT TO MORTGAGE AND LOAN DOCUMENTS

THIS AMENDMENT is dated as of June 25, 2007 (the "Effective Date"), and is by and between SURREY RIDGE, LLC, an Illinois limited liability company ("Borrower") and COLE TAYLOR BANK, an Illinois banking corporation ("Lender").

RECITALS:

- A. Lender has made a loan to Borrower in the amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) (the "Loan").
- B. In connection with the Loan, Borrower has executed and delivered to Lender a Note (the "Existing Note") dated as January 27, 2003, in the principal amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00).
- C. The Loan is secured by the loan documents (the "Loan Documents") listed on attached Exhibit A, which are a lien upon and encumber the property described on attached Exhibit B. All capitalized terms used in this Amendment shall have the same meaning as such terms are used in the Loan Documents.
- D. As of the Effective Date, the outstanding principal balance of the Loan as evidenced by the Existing Note is \$3,917,637.82 and the Loan has been fully disbursed.

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E. Borrower and Lender desire to amend the Loan Documents to provide for:

(i) an increase in the amount of the Loan by Two Hundred Seventy-Five Thousand and No/100 Dollars (\$275,000.00) (the "Additional Loan Availability"), so that the Loan shall be increased from Three Million Nine Hundred Seventeen Thousand Six Hundred Thirty-Seven and 82/100 Dollars (\$3,917,637.82) to Four Million One Hundred Ninety-Two Thousand Six Hundred Thirty-Seven And 82/100 Dollars (\$4,192,637.82), which Additional Loan Availability shall be available in accordance with the terms and provisions of the Loan Documents, as hereby amended; and

(ii) extending the Maturity Date of the Loan to June 30, 2014.

F. Borrower and Lender deem it to be in their best interests to modify the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree acknowledge and agree as follows:

1. All capitalized terms used herein shall have the same meaning as such terms are used in the Loan Documents.

2. The Recitals are hereby incorporated into and shall become part of this Amendment.

3. Concurrent with the execution and delivery of this Amendment, Borrower shall execute and deliver to Lender an Amended and Restated Note (the "June 2007 Note") dated as of the date hereof in the original principal amount of Four Million One Hundred Ninety-Two Thousand Six Hundred Thirty-Seven And 82/100 Dollars (\$4,192,637.82) payable to the order of Lender, in the form attached hereto as Exhibit C, the terms of which are hereby incorporated by reference herein. The June 2007 Note shall evidence the Loan, as hereby modified, including without limitation, the Additional Loan Availability, and the indebtedness, liabilities and obligations of Borrower in favor of Lender under the Existing Note, which indebtedness, liabilities and obligations Borrower hereby confirms, reaffirms and restates. The June 2007 Note shall supersede, renew and replace the Existing Note and shall be secured by and entitled to all of the benefits of the Loan Documents.

4. All references in the Loan Documents to the Existing Note are hereby deleted and in such references the June 2007 Note is hereby inserted in lieu thereof, which June 2007 Note now evidences the Loan and is and shall be secured by the Loan Documents.

5. Each reference in the Loan Documents to a Loan in the amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) is hereby deleted and in its place is inserted reference to a Loan in the amount of Four Million

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One Hundred Ninety-Two Thousand Six Hundred Thirty-Seven And 82/100 Dollars (\$4,192,637.82).

6. Notwithstanding anything to the contrary contained in any of the Loan Documents, the Maturity Date of the Loan is hereby extended from January 31, 2013 to June 30, 2014. All references in the Loan Documents to the Maturity Date of the Loan of "January 31, 2013" are hereby deleted in their entirety and the Maturity Date of the Loan of "June 30, 2014" shall be inserted in the Loan Documents in lieu thereof.

7. Borrower shall concurrently herewith deliver to Lender, in form and substance satisfactory to Lender, the items which are referred to on the Document Checklist attached hereto as Exhibit D as a condition to the modification of the Loan as provided above.

8. Borrower shall pay all of Lender's costs and expenses in connection with this Amendment, including without limitation, all of Lender's attorneys' fees, costs and expenses.

9. Borrower hereby acknowledges that the Loan Documents are in full force and effect in accordance with their terms as hereby reaffirmed and modified. Borrower hereby acknowledges that Borrower's obligations, covenants and agreements under the Loan Documents are not diminished, discharged or adversely affected by this Amendment or any action or inaction taken by Lender in connection with the Loan. Borrower hereby agrees that all of Borrower's covenants, agreements, representations, warranties, liabilities and obligations as set forth in the Loan Documents as hereby amended are hereby incorporated by reference herein and apply to the Loan, as amended. Borrower represents and warrants that no Event of Default has occurred under any of the Loan Documents, and Borrower hereby reaffirms all of its representations, covenants, agreements and obligations under each of the Loan Documents, as hereby amended, which shall continue to secure Borrower's obligations under the Loan.

10. All references to the Loan Documents, or any of them, shall be deemed to be a reference to such Loan Documents as hereby amended.

11. This Amendment may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. In all other respects, the terms and provisions of the Loan Documents, as hereby amended, shall remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first above written.

BORROWER:

SURREY RIDGE, LLC, an Illinois limited liability company

By: Surrey Ridge Limited Partnership, an Illinois limited partnership, its Sole Member

By: St. Andrews Properties, Inc., an Illinois corporation, a General Partner

By: Joel S. Hirsch
Its: Chairman

By: Joel S. Hirsch
Joel S. Hirsch, a General Partner

Being All Of the General Partners of Surrey Ridge Limited Partnership

LENDER:

COLE TAYLOR BANK, an Illinois banking corporation

By: [Signature]
Its: SVP

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STATE OF ILLINOIS

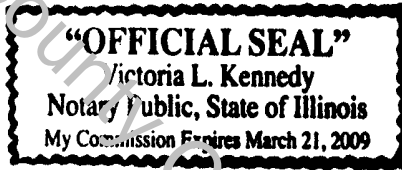
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Joel S. Hirsch personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman of St. Andrews Properties, Inc., an Illinois corporation, being a General Partner of Surrey Ridge Limited Partnership, an Illinois limited liability company and Joel S. Hirsch, being a General Partner of Surrey Ridge Limited Partnership, an Illinois limited liability company, being the General Partner of Surrey Ridge, LLC, an Illinois limited liability company, appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation and partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of June, 2007.

Victoria L. Kennedy
Notary Public

My Commission Expires:
3/21/09



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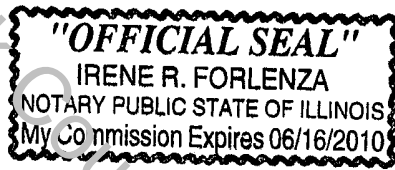
STATE OF
COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DAVID F. LIVINGSTON personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SENIOR VICE PRESIDENT of COLE TAYLOR BANK, an Illinois banking corporation, appeared before me 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 Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29TH day of June, 2007.

Irene R. Forlenza
Notary Public

My Commission Expires:



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EXHIBIT A

LOAN DOCUMENTS

1. Note dated as January 27, 2003, executed by SURREY RIDGE, LLC, an Illinois limited liability company ("Borrower") in favor of COLE TAYLOR BANK, an Illinois banking corporation ("Lender") in the principal amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00).
2. Mortgage dated as of January 27, 2003, executed by Borrower in favor of Lender which was recorded with the Recorder of Deeds for Cook County, Illinois on February 14, 2003, as Document No. 0030216592.
3. Collateral Assignment of Rents and Leases dated as of January 27, 2003, executed by Borrower in favor of Lender which was recorded with the Recorder of Deeds for Cook County, Illinois on February 14, 2003, as Document No. 0030216593.
4. Security Agreement dated as of January 27, 2003, executed by Borrower in favor of Lender.
5. Environmental Indemnity Agreement dated as of January 27, 2003, executed by Borrower in favor of Lender.
6. UCC Financing Statements against Borrower, as Debtor, in favor of Lender, as Secured Party.

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EXHIBIT B

LEGAL DESCRIPTION

THAT PART OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD IN SURREY RIDGE WEST UNIT NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT NUMBER 20099454; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE OF KENNICOTT DRIVE NORTH 43 DEGREES 27 MINUTES 56 SECONDS EAST A DISTANCE OF 380 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE CONVEXED TO THE SOUTHEAST OF 500 FEET IN RADIUS FOR AN ARC LENGTH OF 144.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWARD ALONG A CURVED LINE CONVEXED TO THE EAST OF 341.57 FEET IN RADIUS FOR AN ARC LENGTH OF 144.09 FEET; THENCE SOUTH 63 DEGREES 14 MINUTES 00 SECONDS EAST A DISTANCE OF 768.59 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS WEST A DISTANCE OF 5.64 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS WEST A DISTANCE OF 169 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS WEST A DISTANCE OF 586 FEET; THENCE SOUTH 66 DEGREES 57 MINUTES 47 SECONDS EAST A DISTANCE OF 105 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS WEST A DISTANCE OF 210 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS EAST A DISTANCE OF 212.55 FEET TO THE SOUTHEASTERLY LINE OF THAT PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 13376345; THENCE SOUTHWESTERLY ON THE SAID SOUTHEASTERLY PROPERTY LINE SOUTH 32 DEGREES 07 MINUTES 13 SECONDS WEST A DISTANCE OF 226.35 FEET TO A POINT BEING 60 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF GOLF ROAD; THENCE NORTH 86 DEGREES 11 MINUTES 11 SECONDS WEST A DISTANCE OF 143.65 FEET; THENCE NORTHWESTWARD ALONG A CURVED LINE CONVEXED TO THE SOUTHWEST OF 408.12 FEET IN RADIUS FOR AN ARC LENGTH OF 181.69 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTWARD ALONG THE NORTHEASTERLY LINE OF ALGONQUIN ROAD, NORTH 46 DEGREES 32 MINUTES 04 SECONDS WEST A DISTANCE OF 1,086.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(PART OF LAND EXCEPTED)

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THAT PART OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD IN SURREY RIDGE WEST, UNIT NUMBER 1 ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT 20099454; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE OF KENNICOTT DRIVE, NORTH 43 DEGREES 27 MINUTES 56 SECONDS EAST, A DISTANCE OF 380 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 500 FEET IN RADIUS, FOR AN ARC LENGTH OF 144.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWARD ALONG A CURVED LINE, CONVEXED TO THE EAST, OF 344.57 FEET IN RADIUS, FOR AN ARC LENGTH OF 144.09 FEET; THENCE SOUTH 63 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 579.37 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 63 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 189.22 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS WEST A DISTANCE OF 5.64 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS WEST A DISTANCE OF 169 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST A DISTANCE OF 90.75 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

AND ALSO EXCEPT THE BUILDINGS APPURTENANCES AND RELATED IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD AS RECORDED IN SURREY RIDGE WEST UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT 20099454; THENCE SOUTH 46 DEGREES 32 MINUTES 04 SECONDS EAST 1,086.45 FEET ALONG SAID NORTHEASTERLY LINE TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 408.12 FEET, AN ARC DISTANCE OF 72.58 FEET, AND A CHORD BEARING OF SOUTH 51 DEGREES 37 MINUTES 46 SECONDS EAST TO A POINT OF BEGINNING; THENCE NORTH 47 DEGREES 48 MINUTES 10 SECONDS EAST 201.40 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS EAST 212.55 FEET; THENCE SOUTH 32 DEGREES 07 MINUTES 13 SECONDS WEST 226.35 FEET TO THE NORTH RIGHT-OF-WAY LINE OF GOLF ROAD; THENCE NORTH 86 DEGREES 11

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MINUTES 11 SECONDS WEST 143.65 FEET ALONG LAST SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON CURVE; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 408.12 FEET, AN ARC DISTANCE OF 109.11 FEET AND A CHORD BEARING OF NORTH 64 DEGREES 22 MINUTES 59 SECONDS WEST TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN NO. 08-09-300-015

CKA: SWARMY RIDGE SHOPPING CENTER, ARLINGTON HETS,
ILLINOIS

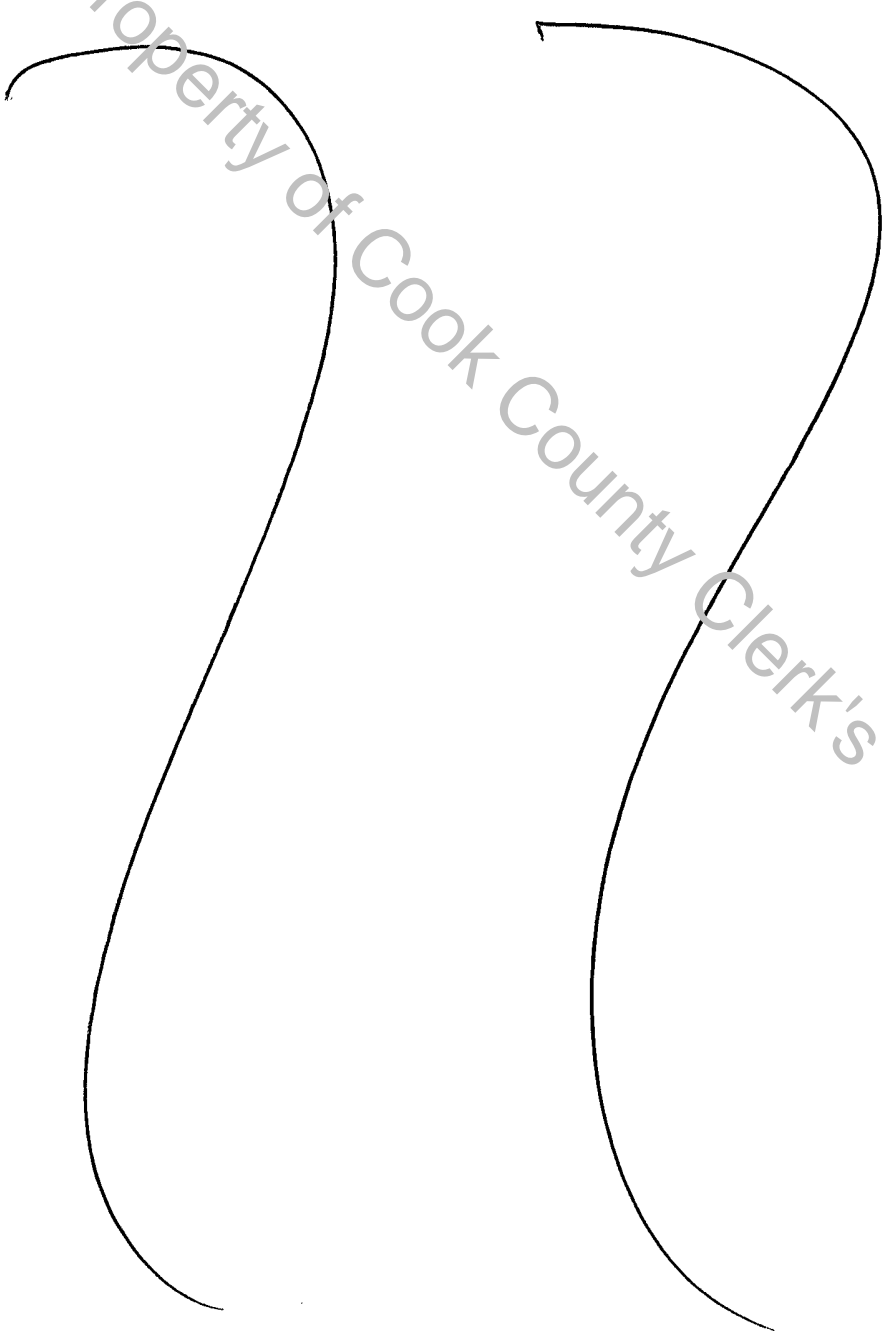
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EXHIBIT C

AMENDED AND RESTATED NOTE

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EXHIBIT D

CHECKLIST

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