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Doc#: 0726454004 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/21/2007 09:35 AM Pg: 1 of 7

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MORTGAGE MODIFICATION AGREEMENT AND RECEIPT FOR
AND NOTICE OF FUTURE ADVANCE

NOTICE TO RECORDER: This Agreement modifies a certain Mortgage and Security Agreement and the Collateral Assignment of Rents and Leases executed by Borrower on August 30, 1999 and recorded on January 6, 2000 in as Document Number 00017329 of the Public Records of Cook County, Illinois.

Prepared by and return to:

Thom A. E. Streit, Esq.
Akerman Senterfitt & Edison, P.A.
222 Lakeview Avenue, Suite 400
West Palm Beach, Florida 33401

Prepared by and return to:
Michael S. Greene, Esq.
Akerman Senterfitt & Edison, P.A.
222 Lakeview Avenue, Suite 400
West Palm Beach, Florida 33401

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Prepared by and return to:
 Michael S. Greene, Esq.
 Akerman Senterfitt & Edison, P.A.
 222 Lakeview Avenue, Suite 400
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**MORTGAGE MODIFICATION AGREEMENT AND
 RECEIPT FOR AND NOTICE OF FUTURE ADVANCE**

THIS MORTGAGE MODIFICATION AGREEMENT AND RECEIPT FOR AND NOTICE OF FUTURE ADVANCE ("**Agreement**"), made as of December 12, 2005, by and between **SANBELL LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP**, c/o Kin Properties, Inc., 185 NW Spanish River Road, Suite 100, Boca Raton, Florida 33431, Attention: Jeffrey Sandelman (hereinafter referred to as the "**Borrower**") and **SUNTRUST BANK**, a Georgia corporation, formerly known as SUNTRUST BANK, SOUTH FLORIDA, NATIONAL ASSOCIATION, whose address is 501 South Flagler Drive, Second Floor, West Palm Beach, Florida 33401 (hereinafter called "**Lender**").

WITNESSETH:

WHEREAS, on August 30, 1999 Lender made a loan to Borrower ("**Loan**"), whereby Borrower made, executed and delivered the Revolving and Amortizing Loan Promissory Note in the amount of Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) dated August 30, 1999, as amended by that certain Revolving and Amortizing Loan Future Advance Promissory Note in the original amount of Fifteen Million and 00/100 Dollars (\$15,000,000.00) dated as of December 16, 2004, as both have been consolidated by the Revolving Loan and Amortizing Loan Consolidated Promissory Note in the original amount of **FORTY MILLION and 00/100 Dollars (\$40,000,000.00)** dated as of December 16, 2004 (collectively, the "**Promissory Note**").

WHEREAS, Borrower made, executed and delivered that certain Mortgage Deed and Security Agreement and the Collateral Assignment of Rents and Leases securing same dated as of August 30, 1999, as amended (the "**Original Mortgage**") and recorded on January 6, 2000 as Document Number 00017329 of the Public Records of Cook County, Illinois, (the Original Mortgage as amended by this Agreement is herein collectively referred to as the "**Mortgage**") and certain other documents evidencing and further securing Borrower's obligations in connection with the Loan secured by the property described therein, except for those units and

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certain other property which have been released from the lien of the Mortgage of record (collectively, the "**Loan Documents**"); and

WHEREAS, the parties hereto desire to provide for a future advance secured as a first mortgage lien by the Mortgage in the amount of \$15,000,000.00, which shall encumber the property described on **Exhibit "A"** attached hereto (the "**Property**"), and which sum shall be evidenced by the Revolving Loan and Amortizing Loan Future Advance Promissory Note in the original amount of Fifteen Million and 00/100 Dollars (\$15,000,000.00) dated December 16, 2004 ("**Future Advance Note**").

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Lender do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. The Mortgage is given to secure, among other things, the Loan which is a revolving credit loan and shall secure not only presently existing indebtedness under the Promissory Note but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date of the Original Mortgage, to the same extent as if such future advances were made on the date of the execution of the Original Mortgage, although there may be no advance made at the time of execution of the Original Mortgage or this Agreement and although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of the Mortgage shall be valid as to all indebtedness hereby secured, including future advances, from the time of its filing for record in the Office of the Recorder of Deeds in the county in which the Property is located. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of indebtedness hereby secured (including disbursements which Mortgagee may make under the Mortgage, the Promissory Note or any other documents related thereto at any one time outstanding shall not exceed a maximum principal amount equal to two (2) times the amount of the Promissory Note plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). The Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

Borrower promises to pay this additional indebtedness, with interest, as provided for according to the terms of the Promissory Note, and as modified herein, until the total amount of said indebtedness is paid in full. All references in the Mortgage and the Loan Documents to the "Note" or the "Promissory Note" shall mean the Promissory Note as described herein.

3. All of the Property shall be and remain in all respects subject to the first lien, charge and encumbrance of the Mortgage in favor of Lender, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranties of title in, or conveyance affected by the Mortgage, or the priority

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thereof over other liens, charges, encumbrances or conveyances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Mortgage, or any note secured thereby; nor shall anything herein contained or done pursuant hereto affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

4. Borrower shall and does hereby agree to indemnify Lender for and to hold it harmless of and from any and all liability, loss, or damage which it may or might incur under said leases or under or by reason of this Agreement or any claim as to loss of priority of the Mortgage as modified hereby and with respect to the Future Advance, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of the acceptance of this Agreement. Should Lender incur any such liability, loss or damage under said leases or under or by reason of this Agreement, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, shall be secured hereby, and Borrower shall reimburse Lender therefor immediately upon demand. Such attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings, and appeals, and all appearances in and connected with any bankruptcy proceedings or creditors' reorganization proceedings.

5. The Borrower shall be responsible for the costs associated with the preparation and recording of this Agreement and any additional costs incurred and assessed by Lender, as provided in the Fifth Amendment to Loan Agreement dated as of December 16, 2004.

6. All of the Loan Documents are specifically amended by reference to include and secure the total indebtedness evidenced by the Promissory Note and secured by Lender, including the additional amounts provided under this Agreement, and to reflect the modifications contained herein.

7. During the remainder of the term of the Promissory Note and Mortgage, as modified herein, Borrower shall pay all sums described in such documents, and Borrower shall continue to observe all covenants and conditions set forth in the Loan Documents. Except as modified herein, the Mortgage, the Promissory Note and Loan Documents shall remain in full force and effect according to their terms. The parties further agree that if there is any conflict between the terms of this Agreement and the Promissory Note, the Mortgage and/or the Loan Documents, the terms of this Agreement shall control to the extent of such conflict.

8. Borrower hereby acknowledges that the Mortgage, the Promissory Note and all of the other Loan Documents are valid, binding and enforceable in accordance with their respective terms and provisions and that as of the date hereof Borrower has no knowledge of any matured counterclaims, defenses or setoffs to the same. All representations and warranties made by Borrower in said documents remain true and correct as of this date and shall be deemed remade as of this date.

9. Borrower covenants, warrants and represents that it is the fee simple owner of the Property; that Lender has a valid first lien on the Property; and that there are no other junior lienors or mortgagees or any other party that will be adversely affected by this Agreement, nor have there been any intervening matters of record between the date of the original Mortgage and

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the date of this Agreement. Borrower further acknowledges and agrees that these warranties, representations and covenants will be relied upon by Lender and constitute a material inducement for Lender to enter into this Agreement.

10. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

SANBELL LIMITED PARTNERSHIP
a Delaware limited partnership

By: SANBELL COMPANY, INC.
a Delaware corporation, General Partner

By: *Jeffrey Sandelman*
JEFFREY SANDELMAN, President

Dated: December 8, 2005

c/o Kin Properties, Inc.
185 NW Spanish River Road, Suite 100,
Boca Raton, Florida 33431
(Post Office Address)

APPROVED
As Notary
Date: 12/6/05 HEA

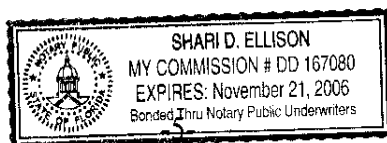
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of December, 2005, by JEFFREY SANDELMAN, President of SANBELL COMPANY, INC., the General Partner of SANBELL LIMITED PARTNERSHIP. He is personally known to me or has produced _____ as identification.

Shari D. Ellison
Notary Public
(SEAL)

My commission expires:

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Exhibit A
 Kin #3276
 Bridgeview, IL

That part of the Northeast 1/4 of Section 12, Township 37 North, Range 12, East of the Third Principal Meridian bounded by a line described as follows:

Commencing at a point in the East line of the Northeast 1/4 of said Section 12 which is 1341.85 feet South of the Northeast corner of said Northeast 1/4; thence West at right angles to the said East line a distance of 190.0 feet for a point of beginning; thence continuing West along said line drawn at right angles to the East line of said Northeast 1/4 a distance of 545.16 feet; thence South a distance of 28.90 feet to a point on a line 300.0 feet Northeasterly, as measured at right angles, and parallel with the Northeasterly right of way line of that land conveyed to the Illinois State Toll Highway Commission in document 17286868; thence North 86 degrees 03 minutes 55 seconds West along a line which forms an angle of 45 degrees to the left with said parallel line a distance of 424.25 feet to a point on the Northeasterly right of way line of the Illinois State Toll Highway; thence North 41 degrees 03 minutes 55 seconds West along the Northeasterly line of said right of way a distance of 400.00 feet; thence North 48 degrees 56 minutes 05 seconds East a distance of 132.77 feet to a point on a curved line, the last described line being a radial line of said curve; thence Easterly along said curved line, convex to the South and having a radius of 70.0 feet a distance of 138.74 feet, arc measure; thence East a distance of 1015.06 feet to a point on a line 190.0 feet West, measured at right angles, and parallel with the East line of the Northeast 1/4 of said Section 12; thence South along said parallel line, 405.0 feet to the place of beginning in Cook County, Illinois.

Tax No. 23-12-210-006

Property Address: 9700 S. Harlem
 Bridgeview, IL