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This instrument was prepared by
and after recording return to:



Steven F. Ginsberg, Esq.
Levenfeld Pearlstein, LLC
2 North LaSalle Street
Suite 1300
Chicago, Illinois 60602

AMENDMENT TO REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

Made as of August 16, 2007

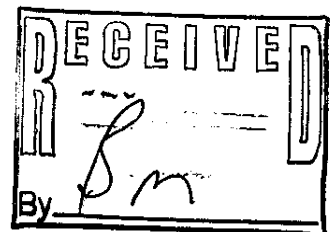
THIS AMENDMENT TO REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made by **MONTESANO CAPITAL MANAGEMENT HOLDINGS, LLC-8707 SKOKIE, SERIES XXXI**, a designated series of Montesano Capital Management Holdings, LLC, an Illinois limited liability company, whose address is 330 E. Main Street, 3rd Floor, Barrington, Illinois 60010 (the "Mortgagor") for the benefit of **NATIONAL CITY BANK**, whose address is One North Franklin Street, Suite 2150, Chicago, Illinois 60601, Attention: Mr. Todd R. Olsen (the "Mortgagee").

PREAMBLE

Mortgagor gave to Mortgagee that certain Real Estate Mortgage dated June 15, 2003 and recorded on June 21, 2007 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0717211155 (the "Mortgage") and that certain Assignment of Rents and Leases dated June 15, 2007 and recorded on June 21, 2007 in the Office of the Recorder of Deeds of Cook County, Illinois Office as Document No. 0717211156 (the "Assignment").

Mortgagee has made or shall make a loan ("Loan 2") to Montesano Capital Management Holdings, LLC-175 Hawthorn Parkway, Series XXXII, a designated series of Montesano Capital Management Holdings, LLC, an Illinois limited liability company ("Borrower 2") in the original principal amount of \$10,947,500.00 pursuant to that certain Loan Agreement of even date by and between Mortgagee, as lender, and Borrower 2, as borrower. Loan 2 is evidenced by a certain Commercial Note of even date executed by Borrower 2 and payable to the order of Mortgagee in the original principal amount of \$10,947,500.00 (the "Vernon Hills Note").

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NOW, THEREFORE, in order to induce Mortgagee to make Loan 2 and in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. All references to the "Mortgage" in the Mortgage and the Assignment shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

2. All references to the "Assignment" in the Assignment and the Mortgage shall mean the "Assignment" as amended by this Amendment and as may be further amended and/or restated from time to time.

3. The definition of "Obligations" set forth in the Assignment shall be supplemented to include the following:

"payment and performance of Montesano Capital Management Holdings, LLC-175 Hawthorne Parkway, Series XXXII, a designated series of Montesano Capital Management Holdings, LLC obligations under any Interest Rate Protection Agreements".

4. The definition of "Indebtedness" set forth in the Mortgage shall be supplemented to include the following:

"any and all obligations of Mortgagor or Montesano Capital Management Holdings, LLC-175 Hawthorne Parkway, Series XXXII, a designated series of Montesano Capital Management Holdings, LLC ("Borrower") to Mortgagee or to any affiliate of Mortgagee whether now owing or existing or later arising or created, owed absolutely or contingently, whether evidenced or acquired (including all renewals, extensions, and modifications thereof or substitutions), including, but not limited to, under any agreement, device or arrangement designed to protect Mortgagor or Borrower from fluctuations of interest rates, exchange rates or forward rates, including, but not limited to, dollar-denominated or cross-currency exchange agreements, foreign currency exchange agreements, interest rate caps, collars or floors, forward rate currency or interest rate options, puts, warrants, swaps, swaptions, U.S. Treasury locks and U.S. Treasury options, (ii) any other interest rate hedging transactions, such as, but not limited to, managing the Mortgagor's or Borrower's interest rate risk associated with any pending or potential capital market transactions such as fixed rate bond issues and (iii) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing."

4. The following new subsection (h) is added to the end of Section 11 of the Mortgage:

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“(h) the occurrence of an “Event of Default” (as such term is defined therein) under that certain Loan Agreement dated August 16, 2007 by and between Mortgagee, as lender, and Montesano Capital Management Holdings, LLC-175 Hawthorn Parkway, Series XXXII, a designated series of Montesano Capital Management Holdings, LLC, an Illinois limited liability company, as borrower, for a loan in the original principal amount of \$10,947,500.00.”

5. In all other respects, the Mortgage and the Assignment are hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage and the Assignment shall have the same meanings herein as therein.

IN WITNESS WHEREOF, Mortgagor has caused this Amendment to Real Estate Mortgage and Assignment of Rents and Leases to be executed as of the date hereinabove first written.

[Signature page follows]

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IN WITNESS WHEREOF, Mortgagor has executed this Amendment to Real Estate Mortgage and Assignment of Rents and Leases the day and year first above written.

MORTGAGOR:

**MONTESANO CAPITAL MANAGEMENT
HOLDINGS, LLC-8707 SKOKIE, SERIES XXXI**, a
designated series of Montesano Capital Management, LLC,
an Illinois limited liability company

By: 

Name: James Montesano

Title: Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared James Montesano, by me known to be the Manager of **MONTESANO CAPITAL MANAGEMENT HOLDINGS, LLC-8707 SKOKIE, SERIES XXXI**, a designated series of Montesano Capital Management Holdings, 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 such Manager of such limited liability company, and who, being duly sworn, stated that he, being authorized so to do, signed and delivered the foregoing Real Estate Mortgage as such Manager of such limited liability company as his own free and voluntary act and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and Notary Seal this 16th day of October, 2007.




 Notary Public

My Commission expires: 02/22/09

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 17 TO 19, IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION IN THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1924 AS DOCUMENT 8503410 IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF LOT 9 IN THE SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 20 IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION; AND RUNNING THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 20, EXTENDED EAST, A DISTANCE OF 200 FEET, TO THE EXTENSION OF THE EAST LINE OF LOT 24; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 24, EXTENDED SOUTH, A DISTANCE OF 70 FEET, TO A POINT ON THE SAID LINE, 295 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID LOT 24; THENCE SOUTHWESTERLY 308.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17, AS AFORESAID; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

Common Address: 8707 Skokie Boulevard, Skokie, Illinois 60010

Parcel I.D. #: 10-22-100-013-0000; 10-22-100-014-0000; 10-22-100-015-0000;
and 10-22-100-040-0000