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Doc#: 0734003173 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/06/2007 03:32 PM Pg: 1 of 8

PREPARED BY, RECORDING
REQUESTED BY, AND WHEN
RECORDED MAIL TO:

Jones Day
77 West Wacker
Suite 3500
Chicago, Illinois 60601-1692
Attention: Kristan Q. Laden

This space reserved for Recorder's use only.

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT
OF RENTS AND LEASES AND FIXTURE FILING

BY AND FROM

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO
LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT AS
SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO,
UNDER TRUST AGREEMENT DATED MARCH 31, 1994 AND
KNOWN AS TRUST NUMBER RV-012358

AND

SEARCH, INC.,
AS BENEFICIARY

TO

JPMORGAN CHASE BANK, N.A.,
AS MORTGAGEE

Dated as of December 3, 2007

957010040
Case# 0734003173

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FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "First Mortgage Amendment") is made as of the 3rd day of December 2007 by and from Chicago Title Land Trust Company, as successor trustee to LaSalle Bank National Association, not personally but as successor trustee ("Trustee") to American National Bank and Trust Company of Chicago, under Trust Agreement dated March 31, 1994 and known as Trust Number RV-012358 and Search, Inc. (formerly known as Search Developmental Center, Inc.; the "Beneficiary"; collectively, Trustee and Beneficiary are referred to herein as the "Mortgagor") to JPMorgan Chase Bank, N.A. (together with its successors and assigns, "Mortgagee").

WITNESSETH

WHEREAS, Mortgagor and entered into that certain Reimbursement Agreement dated as of November 1, 2007 between Beneficiary and Mortgagee (the "Reimbursement Agreement"), whereby Mortgagee agreed, on certain terms and subject to certain conditions, to issue an irrevocable transferable direct pay letter of credit in an amount not exceeding \$11,605,479 on behalf of the Mortgagor as evidenced by the Letter of Credit (as defined in the Reimbursement Agreement).

WHEREAS, to secure its obligations and liabilities under the Reimbursement Agreement and the Letter of Credit, the Mortgagee required, among other things, that Mortgagor enter into that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of November 29, 2007, which was recorded on November 29, 2007, as Document Number 0733309048 in the Cook County, Illinois Recorder's Office (the "Original Mortgage"); and

WHEREAS, Mortgagor and Mortgagee desire to modify the Original Mortgage to include additional Land as security for the obligations thereunder.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the performance of all covenants and agreements herein contained and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, Mortgagor and Mortgagee hereby agree that the Original Mortgage shall be and is hereby amended as follows:

1. (a) The term "Mortgage" as used herein and in the Original Mortgage shall mean and refer to the Original Mortgage as amended by this First Mortgage Amendment.

(b) All terms used herein shall have the meanings ascribed to them in the Original Mortgage unless otherwise defined herein.

2. From and after the date hereof, the term "Land" shall include (in addition to the Land as defined in the Original Mortgage) the fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater

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estate therein as hereafter may be acquired by Mortgagor. Nothing contained herein shall modify or limit Mortgagee's interest or priority with respect to the Land described in the Original Mortgage).

3. From and after the date hereof, the term "Permitted Encumbrances" shall include (in addition to the Permitted Encumbrances as defined in the Original Mortgage) those exceptions described in Exhibit B attached hereto and incorporated herein by this reference.

4. Except as herein set forth, the Original Mortgage is unmodified and in full force and effect and may not be further modified other than by an agreement in writing signed by the Mortgagor and the Mortgagee.

5. No reference to this First Mortgage Amendment need be made in any instrument or in any document at any time referring to the Mortgage, any reference in any such instrument or document to be deemed a reference to the Mortgage as amended hereby.

[THE NEXT PAGE OF THIS AMENDMENT IS THE SIGNATURE PAGE.]

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STATE OF Illinois)

) ss.:

COUNTY OF Cook)

I, Sally Gregory, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JDM upscomb, personally known to me to be the CEO of Search, Inc., whose name is subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such CEO he/she signed and delivered the said instrument as CEO of said corporation as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

2007

GIVEN under my hand and Notarial Seal, this 3rd day of December, A.D.

Sally Gregory
Notary Public

My Commission Expires: 3/29/11



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STATE OF IL)

) ss.:

COUNTY OF COOK)

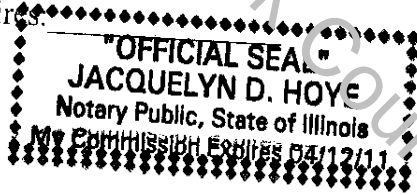
I, J. HOYE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that IC MICHEL, personally known to me to be the ASST VP of CHICAGO TITLE LAND TRUST COMPANY, whose name is subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such ASST SEC he/she signed and delivered the said instrument as her of said corporation as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

2007

GIVEN under my hand and Notarial Seal, this 3RD day of Dec., A.D.

Jacquelyn D. Hoyer
Notary Public

My Commission Expires:



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EXHIBIT A

Legal Description

LOT 21 AND THE SOUTH ½ OF LOT 22 IN BLOCK 2 IN GEORGE F. NIXON AND COMPANY'S OAKTON AND KEELER SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 8707 N. KEELER AVE., SKOKIE, IL 60076

PIN: 10-27-212-052-0000

Property of Cook County Clerk's Office