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This instrument was prepared by,
and after recording return to:

Lynn Lucchese-Soto
Berger, Newmark & Fenchel P.C.
303 W. Madison Street
23rd Floor
Chicago, Illinois 60606
(312)782-5050

Street Address:
1075 and 1125 West Golf Road
Hoffman Estates, Illinois

P.I.N.: 07-16-100-012-0000
07-16-100-013-0000



Doc#: 0808708012 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/27/2008 08:03 AM Pg: 1 of 4

ABOVE SPACE FOR RECORDER'S USE ONLY

Handwritten: Has 167527

**SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS-FIXTURE FILING**

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS - FIXTURE FILING made this 25th day of January, 2008 by **GANNON & GOLF LTD**, an Illinois corporation (hereinafter referred to as the "Mortgagor"), but effective for all purposes on January 5, 2008, whose address is, 1075 and 1125 West Golf Road, Hoffman Estates, Illinois, in favor of **MIDWEST BANK AND TRUST COMPANY**, an Illinois banking corporation, successor to **ROYAL AMERICAN BANK**, an Illinois banking corporation (hereinafter, together with its successors and assigns, including each and every from time to time holder of that certain Note of Mortgagor dated December 21, 2005, as amended by that certain First Amendment to Mortgage, Security Agreement and Assignment of Leases and Rights-Fixture Filing dated May 31, 2006, as modified from time to time, hereinafter referred to, called the "Mortgagee"), whose address is One Tiffany Pointe, Bloomingdale, Illinois 60108.

WHEREAS, Mortgagor and Mortgagee are parties to a Mortgage dated as of December 21, 2005 and recorded as Document No. 0536334074 with the Cook County Recorder as amended by that certain First Amendment to Mortgage, Security Agreement and Assignment of Leases and Rights-Fixture Filing dated May 31, 2006, and recorded July 26, 2006 as document 0620733016, (the "Mortgage"), with respect to the real estate described on Exhibit A hereto (the "Property") securing, among other things, the indebtedness of Mortgagor, to Mortgagee under that certain Construction Loan Agreement dated as of December 21, 2005, as modified from time to time, (the "Loan Agreement"); and

WHEREAS, Mortgagor requested that Mortgagee extend the maturity date of the Note, as amended from time to time and most recently by that certain Third Non-Revolving Construction Line of Credit Modification Agreement of even date herewith (the Note as modified from time to time is hereafter referred to as the "Note") to January 8, 2009, subject to the terms and conditions set forth in the Note, and the Loan Agreement, as amended from time-to-time and most recently by that certain Third Amendment to Construction Loan Agreement dated even date herewith (the "Amendment"); and

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NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation and Definitions. The foregoing recitals and all Exhibits hereto are hereby made a part of this Agreement and incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them, respectively, in the Loan Agreement, the Note and the Mortgage.
2. Note. Mortgagor confirms and agrees that the Mortgage is and shall continue to be security for any and all indebtedness of Mortgagor to Mortgagee including but not limited to any and all amounts due under the Note, as it may be amended, extended, restated or modified from time to time.
3. Additional Covenants of Mortgagor. Mortgagor shall reimburse Mortgagee for all costs incident to recording this Agreement with the Recorder's Office of Cook County, Illinois.
4. Reaffirmation of Mortgage. All of the terms, conditions, agreements and provisions set forth in the Mortgage, as heretofore, hereby and hereafter amended, modified and supplemented, shall be and they hereby are reaffirmed, ratified and confirmed in their entirety and incorporated herein by reference as if fully set forth herein and Mortgagor confirms and agrees that this Mortgage is and shall remain a first and prior lien on the Property and secure all indebtedness due Mortgagee under the terms of the Loan Agreement including but not limited to the indebtedness due under the terms of the Note. All references in the Mortgage to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended by this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. Representations and Warranties. To induce Mortgagee to enter into this Agreement, Mortgagor represents and warrants that, as of the date of this Agreement, no Event of Default or event or condition which, with notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing under the Mortgage, and Mortgagor affirms the representations and warranties contained in the Mortgage shall be true and correct as of the date of this Agreement, except that they shall be deemed also to refer to this Agreement.
6. Miscellaneous. The title of this Agreement and the headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Mortgagor and Mortgagee, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the date and year first above written.

Mortgagor:

GANNON & GOLF LTD., an Illinois corporation

By: 

Paul D. Tamraz, President

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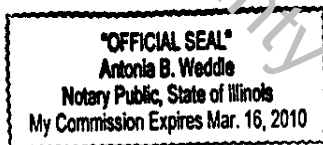
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY the above named PAUL D. TAMRAZ, President of GANNON & GOLF LTD., personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such President, 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 company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 14th day of January, 2008.

Antonia B. Weddle
NOTARY PUBLIC

Commission expires 3-16, 2010



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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1

LOT 1 IN HOFFMAN HILLS COMMERCIAL SUBDIVISION UNIT NO.2, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 1 IN HOFFMAN HILLS COMMERCIAL SUBDIVISION UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1983 AS DOCUMENT 26867643, (EXCEPT THAT PART THEREOF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 85 DEGREES 42 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 10.00 FEET; THENCE SOUTH 4 DEGREES 17 MINUTES 37 SECONDS EAST, 10.00 FEET; THENCE SOUTH 59 DEGREES 07 MINUTES 38 SECONDS WEST, 11.18 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 4 DEGREES 19 MINUTES 01 SECOND WEST ALONG THE WEST LINE OF SAID LOT 1, 15.00 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

P.I.N.: 07-16-100-012-000

Commonly known as: 1075 and 1125 West Golf Road, Hoffman Estates, Illinois