



Doc#: 0821810076 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/05/2008 11:08 AM Pg: 1 of 6

This instrument prepared by:

*MAIL TO!*

David R. Singleton, of  
**HOLLAND & KNIGHT LLP**  
Post Office Box 1288  
Tampa, Florida 33601

*DEC 27 3/172*

**MODIFICATION OF MORTGAGE AND ASSIGNMENT  
AND NOTICE OF RECEIPT OF FUTURE ADVANCE**

THIS IS A MODIFICATION OF MORTGAGE AND ASSIGNMENT AND NOTICE OF RECEIPT OF FUTURE ADVANCE dated as of July 18, 2008, between GPD, LLC, an Illinois limited liability company, whose address is c/o FOG Capital, Inc., 6085 Lake Forrest Drive, Suite 300-D, Atlanta, Georgia 30328 ("Mortgagor"), and Regions Bank, an Alabama state chartered bank, whose address is Feathersound Corporate Center, Building I, Suite 610, 13535 Feather Sound Drive, Clearwater, Florida 33762 ("Mortgagee").

**BACKGROUND**

Mortgagee is the owner and holder of a Promissory Note given by Mortgagor dated April 30, 2007, in the original principal amount of \$8,289,000.00 (the "Existing Note"). The Existing Note is secured in part by a Mortgage and Security Agreement given by Mortgagor in favor of Mortgagee dated April 30 2007, and recorded as Document No. 0712339101 in the Office of the Cook County Recorder of Deeds (the "Mortgage") and by an Assignment of Leases and Rents given by Mortgagor in favor of Mortgagee dated April 30, 2007, and recorded as Document No. 0712339102, in the Office of the Cook County Recorder of Deeds (the "Assignment").

Mortgagee and Mortgagor have agreed that Mortgagee will make a future advance loan of \$2,211,000.00 to Mortgagor, which loan is to be consolidated with the loan evidenced by the Existing Note and to be secured by the Mortgage and the Assignment as more particularly set forth below.

**NOW, THEREFORE,** in consideration of these premises, the parties agree as follows:

1. Recitals. All of the above recitals are true and correct in every respect and are incorporated herein and made a part hereof.
2. Indebtedness. As of the date hereof, Mortgagor is indebted to Mortgagee pursuant to the terms of the Existing Note for the principal sum of

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\$7,020,957.08, which sum is secured by the Mortgage. In addition, \$1,228,042.92 in principal remains to be disbursed to Mortgagor under the Existing Note.

3. Future Advance Loan. Mortgagee is making a \$2,211,000.00 future advance loan to Mortgagor, which future advance loan shall be consolidated with the loan evidenced by the Existing Note and shall be evidenced by a Renewal Promissory Note of even date herewith in the principal amount of \$10,500,000.00 from Mortgagor in favor of Mortgagee (the "Renewal Note"), payable upon terms and conditions more particularly set forth therein, to be secured in part by the Mortgage and the Assignment.

4. Security Provided by Mortgage and the Assignment. The Mortgage and the Assignment, as amended hereby, secure payment of and performance of all terms, conditions, and covenants of the loan evidenced by the Renewal Note, and all modifications, renewals, consolidations, or substitutions thereof. Provisions of the Mortgage and the Assignment making reference to the Existing Note or the loan evidenced thereby shall be deemed to refer to the Renewal Note and the loan evidenced thereby, and all modifications, renewals, consolidations, or substitutions thereof.

5. Default. A default of any term, condition, or covenant of the loan evidenced by the Renewal Note or any modification, renewal, consolidation, or substitution thereof, shall be a default of the Mortgage and the Assignment. A default of any term, condition, or covenant of the Mortgage or the Assignment shall be a default of the loan evidenced by the Renewal Note or any modification, renewal, consolidation, or substitution thereof.

6. No Novation. Mortgagor and Mortgagee intend that this agreement shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage or the Assignment.

7. Ratification. Mortgagor hereby reconfirms, restates, and ratifies the Mortgage and the Assignment according to their respective terms, except to the extent that the terms conflict with or are expressly modified hereby, and the Mortgage and the Assignment have at all times since the date of their execution and delivery continued and shall continue in full force and effect in accordance with its terms.

8. Cooperation; Further Assurances. Mortgagor agrees to cooperate with Mortgagee so that the interests of Mortgagee are protected and the intent of the Mortgage and the Assignment, and this agreement can be effectuated. Mortgagor agrees to execute all documents and to provide whatever further assurances Mortgagee may reasonably request or deem necessary to effectuate the terms of such agreements.

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9. Voluntary Execution. The execution of this agreement by Mortgagor is the free and voluntary act of such party, and does not occur as a result of any coercion or duress. Mortgagor has read and understands the purport, tenor, and effect of every provision of this agreement.

10. Successors and Assigns. The provisions of this agreement bind and are for the benefit of the parties, their respective heirs, personal representatives, successors, and assigns.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date first stated above.

WITNESSES:

Tanya Walker  
(Print name) Tanya Walker

R. Hackner  
(Print name) Ruth Hackner

WITNESSES:

Cheryl A. Hammer  
(Print name) CHERYL A. HAMMER

Constance M. Pedone  
(Print name) CONSTANCE M. PEDONE

**MORTGAGOR:**

**GPD, LLC**, an Illinois limited liability company

By: [Signature]  
Mark O. Hackner, as its  
Manager

**MORTGAGEE:**

**REGIONS BANK**, an Alabama state chartered bank

By: [Signature]  
Sharon McLarty  
Vice President, as its

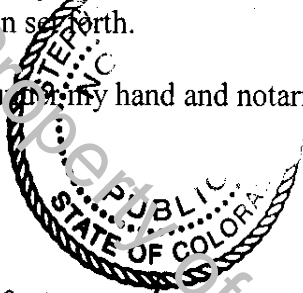
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STATE OF Colorado )

COUNTY OF EAGLE ) SS.

I, Stephanie Regan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mack O. Hackner, a Manager of GPD, LLC, an Illinois limited liability company (the "Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 notarial seal, this 18 day of July, 2008.



Stephanie Regan

My Commission Expires 7/22/2008

STATE OF Colorado )

COUNTY OF Eagle ) SS.

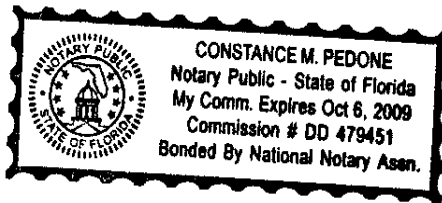
I, Stephanie Regan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of REGIONS BANK, an Alabama state chartered bank (the "Mortgagee"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Mortgagee, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18<sup>th</sup> day of July, 2008.

Stephanie Regan

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STATE OF Florida )  
COUNTY OF Pineellas ) SS.



I, Constance Pedone, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sharon McCarthy, as VP of REGIONS BANK, an Alabama state chartered bank (the "Mortgagee"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Mortgagee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of July, 2008.

Constance M. Pedone

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## Exhibit "A "

### PARCEL 1

LOTS 2 THROUGH 9 INCLUSIVE IN BLOCK 4 IN A. A. LEWIS DEMPSTER TERMINAL RIDGE SUBDIVISION IN THE SOUTH ½ OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOTS 4 THROUGH 9 TAKEN FOR RIGHT OF WAY PER PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 20114568; ALSO, THAT PART OF GROSS POINT ROAD VACATED PER PLAT OF VACATION RECORDED AS DOCUMENT NO. 20114569; VACATED:

THAT PART OF GROSS POINT ROAD EXTENDED EASTERLY, AND EASTERLY OF ORIGINAL NORTHWESTERLY LINE OF GROSS POINT ROAD AND WESTERLY OF WEST EDGE OF A CONCRETE WALL ALL ADJOINING BLOCK 4 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF LOT 2 BLOCK 4, THENCE EASTERLY ALONG NORTHERLY LINE OF SAID LOT 2 EXTENDED EASTERLY 1.81 FEET; THENCE SOUTHERLY ALONG A CURVE HAVING A RADIUS OF 2090.76 FEET AND SUBTENDED BY A CHORD OF 63.38 FEET TO EASTERLY LINE OF BLOCK 4; THENCE NORTHEASTERLY ALONG EASTERLY LINE OF SAID BLOCK 4, 63.35 FEET TO POINT OF BEGINNING

ALSO, THAT PART OF LARAMIE AVENUE VACATED PER PLAT OF VACATION RECORDED AS DOCUMENT NO. 20114570, ALL IN COOK COUNTY, ILLINOIS. VACATED: EAST 21 FEET OF THAT PART OF LARAMIE AVENUE LYING NORTH OF A CURVED LINE DESCRIBED AS BEGINNING AT A POINT 10.40 FEET NORTH OF SOUTH WEST CORNER OF LOT 9, THENCE WESTERLY ALONG A CURVED LINE CONCAVE TO NORTH AND LYING NORTH EDGE OF A CONCRETE WALK AND HAVING A RADIUS OF 139.71 FEET AND SUBTENDED BY A CHORD OF 22.17 FEET SAID CHORD FORMING AN ANGLE OF 108 DEGREES 24 MINUTES AS MEASURED FROM NORTH TO WEST FROM SOUTH LINE OF AFORESAID LOT 9 AND WEST OF A LINE 5 FEET NORTH OF SOUTH LINE OF LOT 5 EXTENDED WEST 21 FEET IN BLOCK 4 IN A. A. LEWIS DEMPSTER TERMINAL RIDGE SUBDIVISION IN THE SOUTH ½ IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2

THAT PART OF LARAMIE AVENUE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF LOT 11 IN MICHELAU'S DEMPSTER-LARAMIE SUBDIVISION IN THE SOUTH ½ OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 254.05 FEET TO THE NORTH EAST CORNER OF LOT 6 IN THE AFOREMENTIONED SUBDIVISION THENCE SOUTH 85 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 45.16 FEET TO THE NORTHWEST CORNER OF A PORTION OF LARAMIE AVENUE PREVIOUSLY VACATED PER DOCUMENT 20114570 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID VACATED PORTION OF LARAMIE AVENUE A DISTANCE OF 246.57 FEET; THENCE SOUTHWESTERLY ALONG AN ARC CONVEX TO THE SOUTHEAST A DISTANCE OF 19.93 FEET THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 79 DEGREES 47 MINUTES 25 SECONDS WEST AND A DISTANCE OF 19.91 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 40 SECONDS WEST ALONG THE NORTH LINE OF DEMPSTER STREET A DISTANCE OF 25.41 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

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THAT PART OF LARAMIE AVENUE BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 6 IN MICHELAU'S DEMPSTER-LARAMIE SUBDIVISION IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THE EAST LINE OF LOT 6 FOR THE PURPOSE OF THIS DESCRIPTION HAVING A BEARING OF SOUTH 00 DEGREES 0 MINUTES 0 SECONDS EAST, THENCE SOUTH 85 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 9.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST ON THE LAST DESCRIBED LINE 35.42 FEET TO A POINT; THENCE NORTH 89 DEGREES 31 MINUTES 50 SECONDS EAST A DISTANCE OF 21.0 FEET TO THE EAST LINE OF LARAMIE AVENUE, ALSO BEING THE WEST LINE OF A.A. LEWIS DEMPSTER TERMINAL RIDGE SUBDIVISION IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST ON THE EAST LINE OF SAID LARAMIE AVENUE AND WEST LINE OF A. A. LEWIS DEMPSTER TERMINAL RIDGE SUBDIVISION A DISTANCE OF 54.58 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 52.0 FEET A DISTANCE OF 85.98 FEET, THE CHORD OF SAID CURVED LINE BEING 76.52 FEET HAVING A BEARING OF SOUTH 47 DEGREES 22 MINUTES 14 SECONDS WEST TO A POINT OF TANGENCY AND THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 20 AND 21 AND AND LOT 22 (EXCEPT THE SOUTH 7 FEET THEREOF) AND LOTS 23 THROUGH 30, INCLUSIVE, EXCEPT THE SOUTH 7 FEET THEREOF IN BLOCK 2 IN DEMPSTER "L" TERMINAL SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO EXCEPT THAT PART OF LOTS 20 THROUGH 24 TAKEN FOR RIGHT OF WAY IN ACCORDANCE WITH CIRCUIT COURT OF COOK COUNTY ILLINOIS, COUNTY DEPARTMENT CASE NO. 64L-10219,

ALSO THE EAST 14 FEET OF LOT 5 AND ALL OF LOTS 6 THROUGH 16, INCLUSIVE, IN MICHELAU'S DEMPSTER-LARAMIE SUBDIVISION IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO THE VACATED PUBLIC ALLEY, BEING 16 FEET IN WIDTH, EAST OF AND ADJACENT TO LOT 5 AND WEST OF AND ADJACENT TO LOTS 6 THROUGH 10 IN SAID MICHELAU'S DEMPSTER-LARAMIE SUBDIVISION;

ALSO THE VACATED PUBLIC ALLEY, BEING 16 FEET IN WIDTH, SOUTH OF AND ADJACENT TO LOT 10 AND THE EAST 14 FEET OF LOT 5 AND NORTH OF AND ADJACENT TO LOTS 11 THROUGH 15, INCLUSIVE, AND THE EAST 6 FEET OF LOT 16, IN SAID MICHELAU'S DEMPSTER-LARAMIE SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

Property Address:

5200 W. Dempster, Skokie Illinois

Permanent Index Numbers:

10-16-424-063-0000

10-16-332-050-0000

10-16-332-056-0000

10-16-332-055-0000