



Doc#: 0823833116 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/25/2008 01:08 PM Pg: 1 of 10

This instrument prepared by and after recording should be returned to:

Thompson Coburn Fagel Haber
55 East Monroe Street
40th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

- PIN: 04-13-107-014-0000
- 04-13-108-007-0000
- 04-13-108-008-0000
- 04-13-108-009-0000
- 04-13-108-010-0000
- 04-13-108-011-0000
- 04-13-108-012-0000
- 04-13-108-032-0000
- 04-13-108-033-0000
- 04-13-108-034-0000
- 04-13-108-035-0000
- 04-13-108-036-0000
- 04-13-108-037-0000
- 04-13-108-038-0000

COMMON ADDRESS: 1840-1850 Skokie Boulevard
Northbrook, Illinois 60062

ST 5087435 02 J6 / OF 1

FIRST AMENDMENT TO MORTGAGE DOCUMENTS

This First Amendment to Mortgage Documents (this "First Amendment"), made and entered into as of the 4th day of August, 2008, is by and between Lewis Realty, LLC, an Illinois limited liability company, having its principal place of business at 1840 Skokie Boulevard, Illinois 60062 ("Mortgagor"), and LaSalle Bank National Association, a national banking association, with an office located at 135 S. LaSalle Street, Chicago, Illinois 60603 ("Mortgagee").

WITNESSETH:

WHEREAS, prior hereto, Mortgagee provided certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Mortgagor, pursuant to (a) that certain Term Loan and Security Agreement dated as of May 15, 2006, by and between Mortgagor and Mortgagee ("Loan Agreement"), (b) that certain Mortgage, Assignment of Rents and Security Agreement dated as of May 15, 2006, executed and delivered by Mortgagor to Mortgagee and recorded with the Cook County Recorder of Deeds on May 30, 2006, as Document Number 0615035116 (the "Mortgage"), and (d) the other documents, agreements and instruments referenced in the Term Loan and

10KJ

UNOFFICIAL COPY

Security Agreement or executed and delivered pursuant thereto, including, without limitation, that certain Assignment of Leases and Rents dated as of May 15, 2006, executed and delivered by Mortgagor to Mortgagee and recorded with the Cook County Recorder of Deeds on May 30, 2006, as Document Number 0615035117 (the "Assignment of Rents");

WHEREAS, Mortgagor and Lewis Carpets, Inc., an Illinois corporation ("Lewis Carpets"), desire Mortgagee to, among other things, provide certain financial accommodations to Lewis Carpets, pursuant to that certain Fifth Amendment to Revolving Loan and Security Agreement of even date herewith (the "Fifth Amendment to Loan and Security Agreement") by and between Lewis Carpets and Mortgagee (the "Additional Financial Accommodations");

WHEREAS, Mortgagee is willing to provide the Additional Financial Accommodations to Lewis Carpets, provided, among other things, Mortgagor executes and delivers this First Amendment to Mortgagee; and

WHEREAS, Mortgagor acknowledges and agrees that (i) Mortgagor is benefited by the Additional Financial Accommodations provided by Mortgagee to Lewis Carpets, (ii) Mortgagor's execution and delivery of this First Amendment is a material inducement to Mortgagee providing the Additional Financial Accommodations to Lewis Carpets, and (iii) without this First Amendment, Mortgagee would not have provided the Additional Financial Accommodations to Lewis Carpets.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee hereby agree as set forth in this First Amendment.

1. **Definitions.**

A. Except as expressly set forth in this First Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage, including by reference to defined terms in the Loan Agreement.

B. The following terms shall have the meanings set forth below for purposes of this First Amendment, the Mortgage and the Assignment of Rents:

"Lewis Carpets" shall mean Lewis Carpets, Inc., an Illinois corporation.

"Lewis Carpets Loan Documents" shall mean all agreements, instruments and documents executed and delivered prior hereto, contemporaneously herewith or hereafter by Lewis Carpets to Mortgagee, as amended or restated from time to time, including, without limitation, the "Revolving Loan Agreement" and the "Revolving Loan Note" (as each such term is defined in the Loan Agreement).

"Lewis Carpets Liabilities" shall mean any and all debts, claims, obligations, demands, monies, liabilities, covenants or indebtedness of any and every kind or nature heretofore, now or hereafter owing, arising, due or payable from Lewis Carpets to Mortgagee, however evidenced, created, incurred,

UNOFFICIAL COPY

acquired or owing, whether primary, secondary, direct, indirect, absolute, contingent, fixed, determinable, undeterminable, insured and uninsured, whether pursuant to the terms and provisions of the Lewis Carpets Loan Documents or otherwise.

2. Amendments to Mortgage and Assignment of Rents.

A. Mortgagor hereby acknowledges and agrees that each of the Mortgage and the Assignment of Rents secures all of Mortgagor's and Lewis Carpets' obligations, liabilities and indebtedness to Mortgagee, whether now existing or hereafter arising, including, without limitation, the liabilities evidenced by or referenced in the Loan Agreement, the Note, the Mortgage, the Assignment of Rents, the Lewis Carpet Loan Documents or otherwise.

B. Effective as of the date of this First Amendment, the Mortgage is hereby amended by deleting the paragraph on page 2 of the Mortgage which begins "NOW, THEREFORE, to secure..." and ends "referred to herein as the "Mortgaged Property" in its entirety and substituting therefor the following:

"NOW, THEREFORE, to secure (i) the payment when and as due and payable of the principal of and interest on the Note of so much thereof as may be advanced from time to time thereunder or under or pursuant to the Loan Agreement and all other now existing and hereafter arising obligations and liabilities of Mortgagor to Mortgagee; (ii) the payment of all other indebtedness which this Mortgage by its terms secures; (iii) the payment of the Lewis Carpet Liabilities, and (iv) the performance and observance of the covenants and agreements contained in this Mortgage, the Loan Agreement, the Note, the Lewis Carpets Loan Documents and any other instrument or document securing the Note (all of such indebtedness, obligations and liabilities identified in (i), (ii), (iii) and (iv) above being hereinafter referred to as the "indebtedness hereby secured"), Mortgagor does hereby GRANT, SELL, CONVEY, MORTGAGE and ASSIGN unto Mortgagee, its successors and assigns and does hereby grant to Mortgagee, its successors and assigns a security interest in all and singular the properties, rights, interests and privileges described below, all of same being collectively referred to herein as the "Mortgaged Premises":"

C. Effective as of the date of this First Amendment, the Assignment of Rents is hereby amended by deleting the first full paragraph on page 2, beginning with "This Assignment is made, to secure..." and ending with "or any security therefor, including this Assignment" in its entirety and substituting therefor the following:

"This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on that certain Term Loan Promissory Note dated as of May 15, 2006, made by Assignor and payable to the order of Mortgagee in the original principal amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000) and any note issued in extension or renewal thereof on in substitution therefor (said "Term Loan Promissory Note and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Note"), and all other now existing and hereafter arising

UNOFFICIAL COPY

obligations and liabilities of Assignor to Mortgagee; (ii) the performance of all obligations, covenants, promises and agreements contained herein, in that certain Term Loan and Security Agreement, dated as of May 15, 2006, executed by Assignor and Mortgagee (said Term Loan and Security Agreement, as the same may from time to time be amended, is hereinafter referred to as the "Loan Agreement"), and in that certain Mortgage, Assignment of Rents and Security Agreement dated as of May 15, 2006, executed by Assignor in favor of Mortgagee (said Mortgage, as the same may from time to time be amended, is hereinafter referred to as the "Mortgage"), conveying and mortgaging the Premises as security for the Note and any and all other indebtedness intended to be secured thereby; (iii) the payment of the Lewis Carpets Liabilities, and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by Mortgagee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii), (iii) and (iv) or any security therefor, including this Assignment".

D. The Mortgage is hereby amended by adding the following new Section 41 thereto:

"41. This Mortgage is given to secure, among other things, the indebtedness hereby secured. This Mortgage shall secure not only presently existing indebtedness, but also future advances, whether such advances are obligatory, to be made at the option of Mortgagee or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the Cook County, Illinois Recorder's Office. Notwithstanding anything to the contrary set forth herein, the total amount of the indebtedness secured hereby shall not exceed two times the principal amount of the Note, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Mortgaged Premises, and any other costs, fees, expenses or other indebtedness owed by Mortgagor and/or Lewis Carpets to Mortgagee. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises given priority by law."

3. **Continuing Liens.** It is the intent of the parties hereto that the mortgage liens and security interests granted by Mortgagor to Mortgagee in the Mortgage and the Assignment of Rents are continuing from the original date of recording the Mortgage and Assignment of Rents.

4. **Reaffirmation of Mortgage and Assignment of Rents.** Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in the Mortgage and the Assignment of Rents, as amended hereby.

5. **Severability.** Wherever possible, each provision of this First Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of

UNOFFICIAL COPY

law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

6. **Fees, Costs and Expenses.** Mortgagor agrees to pay, upon demand, all fees, costs, title charges and expenses incurred by Mortgagee, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery, recording and administration of this First Amendment and the other agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith.

7. **Exhibits.** The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

8. **Choice of Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

9. **Conflict.** If, and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the Mortgage and the Assignment of Rents as amended by this First Amendment, shall remain in and have their intended full force and effect, and Mortgagee and Mortgagor hereby affirm, confirm and ratify the same.

10. **Waiver of Jury Trial.** BORROWER AND MORTGAGEE EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

[signature page follows]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagee and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized officers or directors, as the case may be, as of the date first set forth above.

LEWIS REALTY, LLC,
an Illinois limited liability company

By: Steven H. Lewis
Steven H. Lewis, member

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: Edward J. Brennan
Name: Edward J Brennan
Title: Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) S.S.
COUNTY OF Illinois)

I, Carla Jean Landazzi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Allen A Lewis, who is personally known to me to be a manager of Lewis Realty, LLC, an Illinois limited liability company, subscribed to the foregoing First Amendment to Mortgage Documents, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6 day of August, 2008.



Carla Jean Landazzi
Notary Public

My commission expires:

7-17-11

UNOFFICIAL COPY

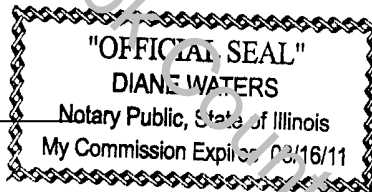
STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, DIANE WATERS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that EDWARD J. BRENNAN, who is personally known to me to be the VP of LaSalle Bank National Association, and the same person whose name is subscribed to the foregoing First Amendment to Mortgage Documents, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of August, 2008.

Diane Waters
Notary Public

My commission expires:



UNOFFICIAL COPY

EXHIBIT "A" TO FIRST AMENDMENT TO MORTGAGE DOCUMENTS LEGAL DESCRIPTION

PARCEL 1:

LOTS 10, 11, 12 AND 13 ALL IN BLOCK 7; AND LOTS 9, 10, 11, 12, 13, 14, 15, 16 AND 17 ALL IN BLOCK 8 (EXCEPT THAT PART OF LOTS 13, 14, 15, 16 AND 17 CONVEYED TO THE COUNTY OF COOK BY DEED DATED FEBRUARY 4, 1944 RECORDED AS DOCUMENT NUMBER 13235907) ALL IN 1ST ADDITION TO SKOKIE HIGHLANDS SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 2:

THAT PART OF THE EASTERLY 1/2 OF VACATED HUMPHREY AVENUE LYING WESTERLY OF AND ADJOINING LOTS 9, 10, 11 AND 12 IN BLOCK 8 AFORESAID AND LYING SOUTHERLY OF THE NORTHWESTERLY LINE OF SAID LOT 9 EXTENDED IN COOK COUNTY, ILLINOIS, ALSO:

PARCEL 3:

THAT PART OF THE WESTERLY 1/2 OF VACATED HUMPHREY AVENUE LYING EASTERLY OF AND ADJOINING LOTS 10, 11, 12 AND 13 IN BLOCK 7 AFORESAID AND LYING SOUTHERLY OF THE NORTHWESTERLY LINE OF SAID LOT 10 EXTENDED AND NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT 13 EXTENDED IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE VACATED 20 FOOT ALLEY WESTERLY OF AND ADJOINING THE AFORESAID LOTS 10, 11, 12 AND 13 IN BLOCK 7 AFORESAID AND LYING SOUTHERLY OF THE NORTHWESTERLY LINE OF SAID LOT 10 EXTENDED AND NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT 13 AS EXTENDED IN COOK COUNTY, ILLINOIS, ALSO:

PARCEL 5:

THAT PART OF VACATED SCOTT AVENUE LYING SOUTHERLY OF AND ADJOINING PARCELS 1 TO 4, BOTH INCLUSIVE, ABOVE, AND LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, NORTH SHORE AND MILWAUKEE RAILROAD AND LYING WESTERLY OF A SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THE PREMISES CONVEYED TO THE COUNTY OF COOK BY DOCUMENT NUMBER 13235907 BEING THE WESTERLY LINE OF FRONTAGE ROAD ALL IN 1ST ADDITION TO SKOKIE HIGHLANDS SUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS.

PARCEL 6:

UNOFFICIAL COPY

LOTS 18 AND 19 (EXCEPT THAT PART OF SAID LOTS 18 AND 19 TAKEN FOR HIGHWAY) AND ALL OF LOTS 7 AND 8, ALL IN BLOCK 8 IN FIRST ADDITION TO SKOKIE HIGHLANDS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE EASTERLY 1/2 OF VACATED HUMPHREY AVENUE, LYING WEST AND ADJOINING LOTS 7 AND 8 AFORESAID, IN COOK COUNTY, ILLINOIS.

Common Street Address: 1840-1850 Skokie Boulevard
Northbrook, Illinois 60062

Tax Identification Number: 04-13-107-014-0000
04-13-108-007-0000
04-13-108-008-0000
04-13-108-009-0000
04-13-103-010-0000
04-13-108-011-0000
04-13-108-012-0000
04-13-108-032-0000
04-13-108-033-0000
04-13-108-034-0000
04-13-108-035-0000
04-13-108-036-0000
04-13-108-037-0000
04-13-108-038-0000

4781249.1