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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



0824139003

Doc#: 0824139003 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/28/2008 09:37 AM Pg: 1 of 4

Property of Cook County Clerk's Office

The property identified as: **PIN: 03-20-301-024-0000**

Address:

Street: 1400, 1420 AND 1430 NORTH ARLINGTON HEIGHTS ROAD

Street line 2:

City: ARLINGTON HEIGHTS

State: IL

ZIP Code: 60004

Lender: JPMorgan Chase Bank, N.A.

Borrower: 1420-1430 Arlington Heights LLC

Loan / Mortgage Amount: \$2,026,168.58

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 768DBCA6-F46E-473F-9638-76FB1AA721DE

Execution date: 06/26/2008

SL
RM
SJ

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PREPARED BY:

Booyoung Kim/UCN 790319263000
Commercial Loan Services
IL1-1145 (Floor 7)
10 S. Dearborn
Chicago, IL 60670

WHEN RECORDED RETURN TO:

UCC Direct Services 15159943.2
330 N. Brand Blvd. Suite 700
Glendale, CA 91203



Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of June 26, 2008, between 1420-1430 Arlington Heights, L.L.C., whose address is 1110 Sheridan Road, Highland Park, IL 60035 (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose address is 111 E. Busse Avenue, Mount Prospect, IL 60056, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, Security Agreement and Assignment of Leases and Rentals (with Trustee), dated June 12, 1998 and recorded on June 23, 1998 as Document No.98531691, Cook County Records (as amended and replaced from time to time, the "Mortgage") and Assumption Agreement and Modification of Mortgage, Security Agreement and Assignment of Real Estate Leases and Rental (with Trustee), dated June 27, 2006 and recorded on August 23, 2006 as Document No. 0623543545, Cook County Records. The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the Village of Arlington Heights, County of Cook, State of Illinois:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN NORTHWEST MEDICAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN VILLAGE OF ARLINGTON HEIGHTS, IN COOK COUNTY, ILLINOIS.

(the "Premises"),

Commonly known as 1400, 1420 and 1430 North Arlington Heights Road, Arlington Heights, Illinois 60004,
Tax Parcel Identification No. 03-20-301-024-0000; 03-20-301-025-0000; 03-20-301-026-0000; 03-20-301-027-0000; 03-20-301-028-0000; 03-20-301-029-0000; and 03-20-301-030-0000.

Handwritten initials/signature in the bottom right corner.

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The Mortgage secures the Liabilities (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Term Note, dated June 27, 2006, payable by 1420-1430 Arlington Heights, L.L.C. to the Mortgagee, in the original principal sum of One Million Nine Hundred Ninety-Four Thousand Four Hundred Thirty-Seven and 43/100 Dollars (\$1,994,437.43) (the "Original Extension of Credit").

The Mortgagor subsequently executed a replacement to the Original Extension of Credit evidenced by a(n) Term Note, dated June 26, 2008, payable from 1420-1430 Arlington Heights, L.L.C. to the Mortgagee in the original principal sum of Two Million Twenty-Six Thousand One Hundred Sixty-Eight and 58/100 Dollars (\$2,026,168.58), including all extensions and renewals (the "New Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The Mortgage is amended to also secure the repayment of the New Extension of Credit.
2. The New Extension of Credit replaces the Original Extension of Credit and the Mortgage shall secure the New Extension of Credit together with all extensions, renewals, modifications and replacements; provided, however, the maximum principal sum of the Liabilities shall not exceed Four Million Fifty-Two Thousand Three Hundred Thirty-Seven and 10/100 Dollars (\$4,052,337.16).
3. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.
4. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.
5. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.
6. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.
7. **JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Mortgagor:

1420-1430 Arlington Heights, L.L.C.

By: _____

Printed Name

Title

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Mortgagee:

JPMorgan Chase Bank, N.A.

By: [Signature]

Brandon Picchio
Printed Name

AVP
Title

Booyoung Kim \IL000002000082803
80536202 \DW000b00961580b08613

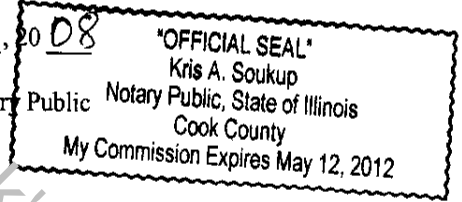
ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois)
County of Cook) ss

I, Kris Soukup, a Notary Public in and for said County and State, certify that Mark Glazer, a Manager of 1420-1430 Arlington Heights LLC, a(n) limited liability company and _____, a _____ of said _____, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Manager and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of July, 2008

My Commission Expires: Kris A. Soukup Notary Public



ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois)
County of Cook) ss

I, Kris Soukup, a Notary Public in and for said County and State, certify that Brandon E Picchio, an Asst Vice Pres of JPMorgan Chase N.A., a(n) national association and _____, a _____ of said _____, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Asst Vice Pres and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said national association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of July, 2008

My Commission Expires: Kris A. Soukup Notary Public

