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Doc#: 0910622074 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2009 01:59 PM Pg: 1 of 6

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

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



Street Address:

5440 North River Road
Rosemont, Illinois 60018

ABOVE SPACE FOR RECORDER'S USE ONLY

- P.I.N.: 12-10-100-046-0000
- 12-10-100-078-0000
- 12-10-100-081-0000
- 12-10-100-095-0000
- 12-10-100-096-0000
- 12-10-100-097-0000
- 12-10-100-100-0000
- 12-10-100-120-8001
- 12-10-100-120-8002

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

THIS FIRST AMENDMENT TO JUNIOR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS-FIXTURE FILING made this 26th day of March 2009 (the "Amendment") by **WM O'HARE HOTEL, L.L.C.**, a Delaware limited liability company, its affiliates, successors and assigns (the "Mortgagor") whose address is 5005 W. Touhy Avenue, Suite 200, Skokie, Illinois 60077, in favor of **MIDWEST BANK AND TRUST COMPANY**, an Illinois banking corporation (hereinafter, together with its successors and assigns, including each and every from time to time holder of the Line of Credit Note (defined below) hereinafter referred to, called the "Mortgagee"), whose address is 501 West North Avenue, Metrose Park, Illinois 60160.

WHEREAS, Mortgagor and Mortgagee are parties to a Junior Mortgage, Security Agreement, Assignment of Leases and Rents-Fixture Filing dated as of January 12, 2009 and recorded on January 20, 2009 as Document No. 0902018074 and re-recorded on January 28, 2009 as Document No. 0902818073 with the Cook County Recorder (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 as evidenced by that certain Line of Credit Mortgage Note of even date therewith (the "Line of Credit Note"); and

WHEREAS, the Mortgagor requested and the Mortgagee agreed pursuant to the terms of that certain First Line of Credit Mortgage Note Modification Agreement dated even date (the

Near North National Title
222 N. LaSalle
Chicago, IL 60601

NWNT LLC /JRL/cmg - NO1080942 1 of 2

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"Note Modification Agreement") to extend the maturity date of the Line of Credit Note to May 26, 2009.

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:

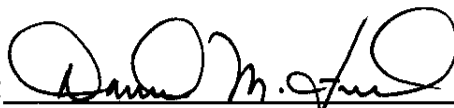
1. Incorporation and Definitions. The foregoing recitals and all Exhibits hereto are hereby made a part of this Amendment and incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them, respectively, in the Line of Credit Note and the Mortgage.
2. Line of Credit Note. The maturity date under the Line of Credit Note is hereby extended to May 26, 2009. 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 Line of Credit 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 Amendment 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 Line of Credit Note. All references in the Amendment to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended by this Amendment. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois. This Amendment 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 Amendment, Mortgagor represents and warrants that, as of the date of this Amendment, 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 Amendment, except that they shall be deemed also to refer to this Amendment.
6. Miscellaneous. The title of this Amendment and the headings of the various paragraphs of this Amendment have been inserted only for the purposes of convenience and are not part of this Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Amendment. This Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.
7. Events of Default. Section 19 of the Original Mortgage shall be amended by adding paragraph 19(u) as follows:
 - (u) Failure of Guarantor to maintain a personal unencumbered liquidity of Ten Million and 00/100 Dollars (\$10,000,000).

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IN WITNESS WHEREOF, Mortgagor, by its manager thereunto duly authorized, have executed and delivered this Amendment as of the date and year first above written.

WM O'HARE HOTEL, L.L.C., a Delaware limited liability company

By: Clark Monroe Capital LLC
an Illinois limited liability company

By: 

David M. Friedman, Manager

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EXHIBIT A

Leasehold Estate as to Parcels 1 and 2, created by the instrument herein referred to as the lease executed by Village of Rosemont, a municipal corporation, as lessor, and American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 14, 1972 and known as Trust Number 76973, as lessee, dated April 1, 1993, a memorandum of which was recorded April 16, 1993 as 93284487 and re-recorded December 17, 1996 as document 96952851, and as amended by Amendment recorded February 4, 1998 as document 98092091, and assigned to by an Assignment and Assumption of Parking Spaces recorded February 4, 1998 as document 98092093, and assigned by an Assignment and Assumption of Parking Agreements dated December 27, 2007 and recorded December 28, 2007 as document number 0736203060 and re-recorded December 5, 2008 as document number 0834039054, demising parking spaces in the parking structure located on the following described land for a term of 99 years commencing April 1, 1993; and Fee simple as to Parcel 3.

Parcel 1:

That part of Lot 5 lying Easterly of a line drawn from a point on the Northerly line of said Lot, 9.72 feet Westerly of the Northeast corner thereof, (said Northerly line being a curve concave Northerly and having a radius of 65.00 feet) to a point on the Easterly line of said Lot, 78.00 feet Southwesterly of said Northeast corner thereof; and

Lot 6 (except that part of Lot 6 lying Westerly of a line drawn from a point on the Southerly line of said Lot, 9.05 feet Easterly of the Southwest corner thereof to a point on the Westerly line of said lot, 73.00 feet Southwesterly of the Northwest corner thereof);

And

Lots 7 through 9 inclusive and the west 24.00 feet of Lot 10 in Rosemont-William Street Addition, being a subdivision of part of Lot 2 in Henry Hachmeister's Division in the Northwest 1/4 of Section 10, Township 40 North Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 20, 1967 as document 20360786, in Cook County, Illinois.

Parcel 2:

All of Lot 2 (except that part of said lot lying Northerly of a line beginning on the West line of said lot, 54.07 feet Southerly, as measured along said West line, of the Northwest corner of Thereof to a point on the Easterly line of said Lot, 0.07 feet, as measured along said Easterly line, being a curve

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concave Northeasterly and having a radius of 65.00 feet, Southerly on the Northeast corner thereof; said line also being the Southerly face of the Southerly East/West column line of Phase 2 parking garage);

All of Lot 3, all of Lot 4 (except the Southerly 4.77 feet thereof) and all of Lot 5 (except the Southerly 4.77 feet thereof and also except that part of said Lot 5 lying Easterly of a line drawn from a point on the Northerly line of said Lot 5, 9.72 feet Westerly of the Northeast corner thereof, said Northerly line being a curve concave Northerly, and having a radius of 65.00 feet to a point on the Easterly line of said Lot, 78.00 feet Southwesterly of said Northeast corner thereof),

Also that part of Lot 6 lying Westerly of a line drawn from a point in the Southerly line of said lot, 9.05 feet Easterly of the Southwest corner thereof to a point on the Westerly line of said lot, 78.00 feet Southwesterly of the Northwest corner thereof, in Rosemont-William Street Addition, being a subdivision of part of Lot 2, in Henry Hachmeister's Division in the Northwest 1/4 of Section 10, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 20, 1967 as document 20360726, in Cook County, Illinois.

Parcel 3:

That part of Lot 3 in Section 10 lying West of the West line of the Des Plaines River Road (except therefrom the South 212.30 feet as measured on the West line of the Northwest 1/4 of said Section 10) in Henry Hachmeister's Division of part of Section 9 and Section 10, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded April 6, 1908 as document 4183101 in Book 97 of plats page 45 in Cook County, Illinois

Excepting therefrom the following described parcel: Said parcel described as beginning at the Southeasterly corner of said part of Lot 3; thence South 90 degrees 00 minutes 00 seconds West (assumed) 13.91 feet (along the Southerly line of said part of Lot 3); thence North 32 degrees 34 minutes 47 seconds East 29.35 feet; thence North 11 degrees 50 minutes 56 seconds East 125.33 feet to said West line; thence South 10 degrees 37 minutes 00 seconds West, 149.96 feet along said West line to said point of beginning, in Cook County, Illinois.