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SUPPLEMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

(COOK COUNTY, ILLINOIS)

THIS SUPPLEMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (DeKalb County, Illinois) (this "**Supplemental Mortgage**"), dated June 19, 2009, is executed and delivered by **NORTH SHORE DEVELOPERS, INC.**, an Illinois corporation ("**Mortgagor**") for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Mortgagor.

1 – Certain Definitions; Granting Clauses; Secured Indebtedness

1.1 **Certain Definitions and Reference Terms.** (a) In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it:

"*Mortgagor*": NORTH SHORE DEVELOPERS, INC., an Illinois corporation.

"*Mortgagee*": JPMORGAN CHASE BANK, N.A., a national banking association, as agent for the Lenders.

"*Loan Agreement*": That certain Amended and Restated Borrowing Base Revolving Line of Credit Agreement dated August 25, 2008, executed by Mortgagor, the other Borrowers (as defined therein), JPMorgan Chase Bank, N.A., individually and as agent for the Lenders (as defined therein), and the other Lenders, as it may have been, or may from time to time be amended, restated, modified or supplemented.

"*Mortgage*": That certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated February 23, 2009, and recorded for the benefit of Mortgagee, as agent for the Lenders, and recorded with the Cook County Recorder on March 3, 2009, as Document No. 0906255007, and this Supplemental Mortgage is being recorded to supplement the said Mortgage just identified.

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1.2 **Mortgaged Property.** Mortgagor does hereby GRANT, BARGAIN, CONVEY and MORTGAGE to Mortgagee the following: (a) the real estate (herein called the "**Land**") described on Exhibit A which is attached hereto and incorporated herein by reference, and (b) the other Mortgaged Property (defined herein) related to the Land as defined in Article II of the Mortgage; and if the estate of Mortgagor in any of the property referred to above in this **Section 1.2** is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Mortgagor in or to the property demised under the lease creating the leasehold estate; TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto (herein collectively the "**Mortgaged Property**"), unto Mortgagee and to its successors and its assigns, upon the terms, provisions and conditions herein set forth.

1.3 **Security Interest; Financing Statement.** Mortgagor hereby grants to Mortgagee a security interest in all of the Mortgaged Property which constitutes personal property or fixtures, all proceeds and products thereof, and all supporting obligations ancillary to or arising in any way in connection therewith (herein sometimes collectively the "**Collateral**"). In addition to its rights hereunder or otherwise, Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code in force, from time to time, in the State of Illinois or any other state to the extent the same is applicable law. In conjunction with, in addition to or in substitution for those rights and remedies set forth in the Mortgage shall be applicable to this Supplemental Mortgage. This Supplemental Mortgage shall be effective as a financing statement as set forth in the Mortgage.

1.4 **Notes, Loan Documents, Other Obligations.** This Supplemental Mortgage is executed and delivered pursuant to the Loan Agreement, the provisions of which are incorporated herein by reference for all purposes. This Supplemental Mortgage secures and will secure and is made to secure and enforce the payment and performance of the following promissory notes, obligations, indebtedness and liabilities and all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time: (a) payment and performance of all obligations of Mortgagor, the co-def. Borrowers (and any other party made a "Borrower" under the Loan Agreement from time to time) under the Loan Agreement, as the same may be amended, restated or modified; (b) payment of indebtedness not to exceed the principal amount of Forty Million and No/100 Dollars (\$40,000,000.00) with interest thereon, evidenced by the Loan Agreement and the Notes (as defined in the Loan Agreement), as such Notes may be amended, restated, modified, extended or renewed; (c) payment of all sums advanced or expended pursuant to the Mortgage; (d) payment of all sums advanced by Mortgagee or Lenders to protect the Mortgaged Property, with interest thereon at the Default Interest Rate (as defined in the Loan Agreement); (e) payment of all sums advanced by Mortgagee, with interest thereon under any letters of credit issued by Mortgagee for the account of Mortgagor in respect of the Mortgaged Property; (f) Payment of all other sums, with interest thereon, which may hereafter be lent to Mortgagor and/or Borrowers or their respective successors or assigns, by Mortgagee and/or Lenders, when evidenced by a promissory note or notes reciting that they are secured by this Supplemental Mortgage; (g) performance of all obligations of any guarantor of any of the obligations of Mortgagor or any other Borrowers contained in this Supplemental Mortgage, the Mortgage, the Notes, the Loan Agreement or any other instrument given to evidence or further secure the payment and the performance of the

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obligation secured hereby; and (h) payment and performance of all obligations of Mortgagor and Borrowers arising from any Swap Agreement (as defined in the Loan Agreement). This Supplemental Mortgage, the Mortgage, the Notes, the Loan Agreement, any guaranty thereof and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the “**Loan Documents.**”

2 – Concerning the Mortgage

2.1 **Prior Recordation.** The Mortgage has previously been recorded in the county in which this Supplemental Mortgage is being recorded. The numbers of the book and first page of the records in which the Mortgage is recorded are specified in **Section 1.1** above.

2.2 **Incorporation of Provisions of Mortgage.** Certain provisions of the Mortgage are incorporated in this Supplemental Mortgage by reference for all purposes. Beginning with **Article 1** of the Mortgage, all provisions in the Mortgage are incorporated in this Supplemental Mortgage, as though those provisions were included in this Supplemental Mortgage in full.

2.3 **Receipt Acknowledged.** By executing this Supplemental Mortgage, Mortgagor hereby acknowledges that Mortgagor has previously received a copy of the Mortgage, as recorded, and that it is Mortgagor’s intent that all provisions of the Mortgage referenced in **Section 2.2** hereof shall be incorporated in and become a part of this Supplemental Mortgage.

3 - Miscellaneous

3.1 **Governing Law/Litigation.** This Supplemental Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws. To the extent that this Supplemental Mortgage may operate as a security agreement under the Illinois Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a secured party, as such term is defined therein. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SUPPLEMENTAL MORTGAGE SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR SUCH OTHER VENUE AS DEEMED REASONABLY APPROPRIATE BY MORTGAGEE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 3.1.**

3.2 **Entire Agreement.** The Loan Documents constitute the entire understanding and agreement between Mortgagor and Mortgagee with respect to the transactions arising in connection with the indebtedness secured hereby and supersede all prior written or oral understandings and agreements between Mortgagor and Mortgagee with respect to the matters addressed in the Loan Documents. Mortgagor hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were

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authorized by Mortgagee to make any representations, understandings, stipulations, agreements or promises, oral or written, with respect in the matters addressed in the Loan Documents

3.3 **FINAL AGREEMENT.** THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, this Supplemental Mortgage is executed by Mortgagor as of the date first written on page 1 hereof.

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SIGNATURE PAGE TO SUPPLEMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

MORTGAGOR:

NORTH SHORE DEVELOPERS, INC., an
Illinois corporation

By: 

Name: Kevin Dennis

Title: CFO

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ELIZABETH DIBARTOLO, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that KEVIN DAVIS personally known to me to be the CEO of NORTH SHORE DEVELOPERS, INC. an Illinois corporation, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of June, 2009.



Elizabeth D. Bartolo
Notary Public

My commission expires: 6-12-2011

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EXHIBIT A

LEGAL DESCRIPTION OF LAND AS REFERRED TO IN SECTION 1.2 OF THE SUPPLEMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

Lot 20 in Block 29 in Chicago and North Shore Land Company's Subdivision in Sections 17 and 18, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN No.: 05-18-216-020-0000

Common Address: 1491 Asbury Street, Winnetka, Illinois