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DYKEMA GOSSETT PLLC  
10 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606  
Attn: Gary P. Segal, Esq.

Permanent Tax Index Number:  
03-07-200-050-0000

Property Address:  
601 Campus Drive  
Arlington Heights, Illinois 60004



Doc#: 1003308065 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/02/2010 11:30 AM Pg: 1 of 7

*This space reserved for Recorders use only.*

## FIRST AMENDMENT OF MORTGAGE

**THIS FIRST AMENDMENT OF MORTGAGE** (this "Amendment") is made as of December 21, 2009, by and between ARLINGTON DESIGN CENTER BUILDING THREE L.L.C., an Illinois limited liability company ("Grantor") and HARRIS, N.A., a national banking association ("Lender").

### RECITALS:

A. Grantor executed and delivered that certain Mortgage dated November 4, 2005 in favor of Lender and recorded with the Cook County Recorder of Deeds on November 23, 2005 as Document No. 0532719046 (the "Mortgage"), creating a first mortgage lien on certain real estate located in Cook County, Illinois, and legally described in **Exhibit A** attached hereto.

B. Grantor and Lender desire to amend the Mortgage in certain respects as set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Grantor hereby agree as follows.

1. **Recitals.** The Recitals set forth above are incorporated herein and made a part hereof.

2. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings given such terms in the Mortgage.

3. **Amendment.** The definition of "Note" set forth in the Mortgage is hereby amended to include (without eliminating the existing definition), that certain Promissory Note dated as of December 21, 2009 in the original principal amount of \$200,000 from Grantor to Lender.

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4. **Reaffirmation.** Grantor hereby reaffirms that it has granted, bargained, sold, transferred, assigned, conveyed, confirmed and mortgaged the Property unto Lender, and agrees that it shall continue to be bound by all of the terms, conditions, duties, obligations, undertakings, indemnities, covenants, representations and warranties contained in the Mortgage.

5. **Miscellaneous.**

(a) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Section captions and headings used in this Amendment are for convenience only and are not part of and shall not affect the construction of this Amendment.

(d) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(e) From and after the date of execution of this Amendment, any reference to the Mortgage contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require.

(f) Except as expressly set forth herein, nothing in this Amendment is intended to or shall be deemed to have amended the Mortgage, which is hereby reaffirmed in all respects. Notwithstanding anything contained herein, the terms of this Amendment are not intended to and do not serve to effect a novation of the Mortgage.

[remainder of page intentionally left blank; signature page follows]

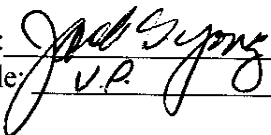
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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

ARLINGTON DESIGN CENTER  
BUILDING THREE L.L.C., an Illinois  
limited liability company

By:   
Joseph A. Caminiti, sole member

HARRIS, N.A., a national banking  
association

By:   
Title: J.P.

Property of Cook County Clerk's Office

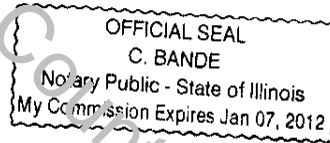
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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK         )

I, CORINA BANDE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph A. Caminiti, the sole member of ARLINGTON DESIGN CENTER BUILDING THREE L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 21<sup>st</sup> day of December, 2009.

C. Bande  
NOTARY PUBLIC  
(SEAL)



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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Karen Scapata a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark Long, the Vice President of HARRIS N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21 day of December, 2009.

Karen Scapata

NOTARY PUBLIC  
(SEAL)



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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

LOT 1 IN E.A. VETO'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index Number: 03-07-200-050-0000

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