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**PREPARED BY AND WHEN
RECORDED MAIL TO:**

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Chicago, Illinois 60606

Doc#: 1009934104 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/09/2010 03:30 PM Pg: 1 of 9

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**FOURTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT**

THIS FOURTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "**Amendment**"), is made as of December **11**, 2009 by THE GRAND LOFTS, LLC, an Illinois limited liability company ("**Mortgagor**"), with a mailing address at c/o JDL Development Interests, LLC, 908 North Halsted St., Chicago, Illinois 60622, to NEW CENTURY BANK, an Illinois banking corporation ("**Lender**"), pertaining to the real property legally described on Exhibit A attached to and made a part of this Amendment. This Amendment amends the following document(s): Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated August 2, 2006 made by Mortgagor to Lender and recorded in the records of the Cook County, Illinois Recorder of Deeds (the "**Records**") August 4, 2006 as Document No. 0621639071, as amended by (i) that certain First Amendment to Loan Documents dated June 20, 2007, made by Mortgagor to Lender and recorded in the Records August 6, 2007 as Document No. 0721803138, (ii) that certain Second Amendment to Loan Documents dated March 25, 2008, made by Mortgagor to Lender and recorded in the Records March 26, 2008 as Document No. 0808639072, and (iii) that certain Third Amendment to Loan Documents dated June 1, 2008, made by Mortgagor to Lender and recorded in the Records July 1, 2008 as Document No. 0818329031 (collectively, the "**Mortgage**").

WHEREAS, Mortgagor previously executed the Mortgage to secure obligations owing to Lender pursuant that certain Mortgage Note dated August 2, 2006 made by Mortgagor to Lender in the original maximum principal amount of Four Million Five Hundred Sixty-Seven Thousand and No/100 Dollars (\$4,567,000.00), as amended by (a) First Amendment to Mortgage Note dated June 20, 2007 made by Borrower to Lender, (b) Second Amendment to Mortgage Note dated March 25, 2008 made by Borrower

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to Lender whereby, among other things, the maximum principal amount of the Note was amended to Five Million Sixty-Nine Thousand Eight Hundred Twenty-Six and No/100 Dollars (\$5,069,826.00), and (c) Third Amendment to Mortgage Note dated June 1, 2008 made by Borrower to Lender (collectively, as amended, restated, renewed, supplemented or otherwise modified from time to time, the "Note"); and

WHEREAS, Lender has required and Mortgagor has agreed to execute this Amendment in connection with that certain Forbearance Agreement of even date herewith by and between Mortgagor and Lender; and

WHEREAS, the Mortgage continues to secure the obligations and amounts due under the Note and the Loan Documents and all other obligations of Mortgagor to Lender.

NOW, THEREFORE, the parties hereto agree as follows:

1. Data Center Sale. Notwithstanding any provision of the Mortgage or the other Loan Documents to the contrary, in the event that Mortgagor sells the Mortgaged Property as a "data center" or for a similar use or purpose, Borrower shall pay to Lender twenty-five percent (25%) of the amount by which the gross proceeds (after deducting Borrower's actual, third-party closing costs for such "data center" sale, not to exceed nine percent (9%) of the gross sales price) of such sale exceed the then-owed principal, accrued interest, taxes and any other fees owed Lender under the Loan Documents (the "Data Center Profit"). Borrower shall pay Lender the Data Center Profit simultaneously with the closing of the sale of the Mortgaged Property as a "data center" or for a similar use or purpose.

2. Mortgage to Remain in Effect. Except as amended hereby, the Mortgage is hereby ratified, approved, and confirmed in all respects and remains in full effect.

[Signature page(s) to follow]

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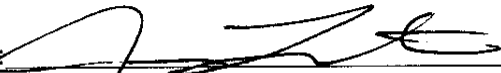
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[Signature Page to Fourth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement]

IN WITNESS WHEREOF, Mortgagor and Lender have executed this Amendment as of the date first written above

MORTGAGOR:

THE GRAND LOFTS, LLC,
an Illinois limited liability company

By: 
Name: JAMES LUCHINI
Title: MANAGER

[Signature(s) continued on following page]

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[Signature Page to Fourth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement]

LENDER:

NEW CENTURY BANK,
an Illinois banking corporation

By: JoAnn Wong
Name: JoAnn Wong
Title: SVP

[Notarial jurats on following page]

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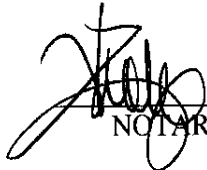
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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I Violeta R Perez, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT James Letchinger, the Manager of THE GRAND LOFTS, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of ~~November~~ December 2009.




NOTARY PUBLIC

[SEAL]

Cook County Clerk's Office

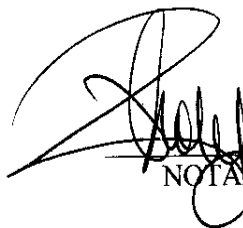
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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I Viola R. Perez, a Notary Public in and for said County in the State aforesaid,
DO HEREBY CERTIFY THAT JoAnn Wong, the Senior Vice President
of NEW CENTURY BANK, an Illinois banking corporation, who is personally known to me to be the
same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before
me this day in person and acknowledged that such person signed and delivered the said instrument as
such person's own free and voluntary act and as the free and voluntary act of said entity, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of ^{December}~~November~~ 2009.




NOTARY PUBLIC

[SEAL]

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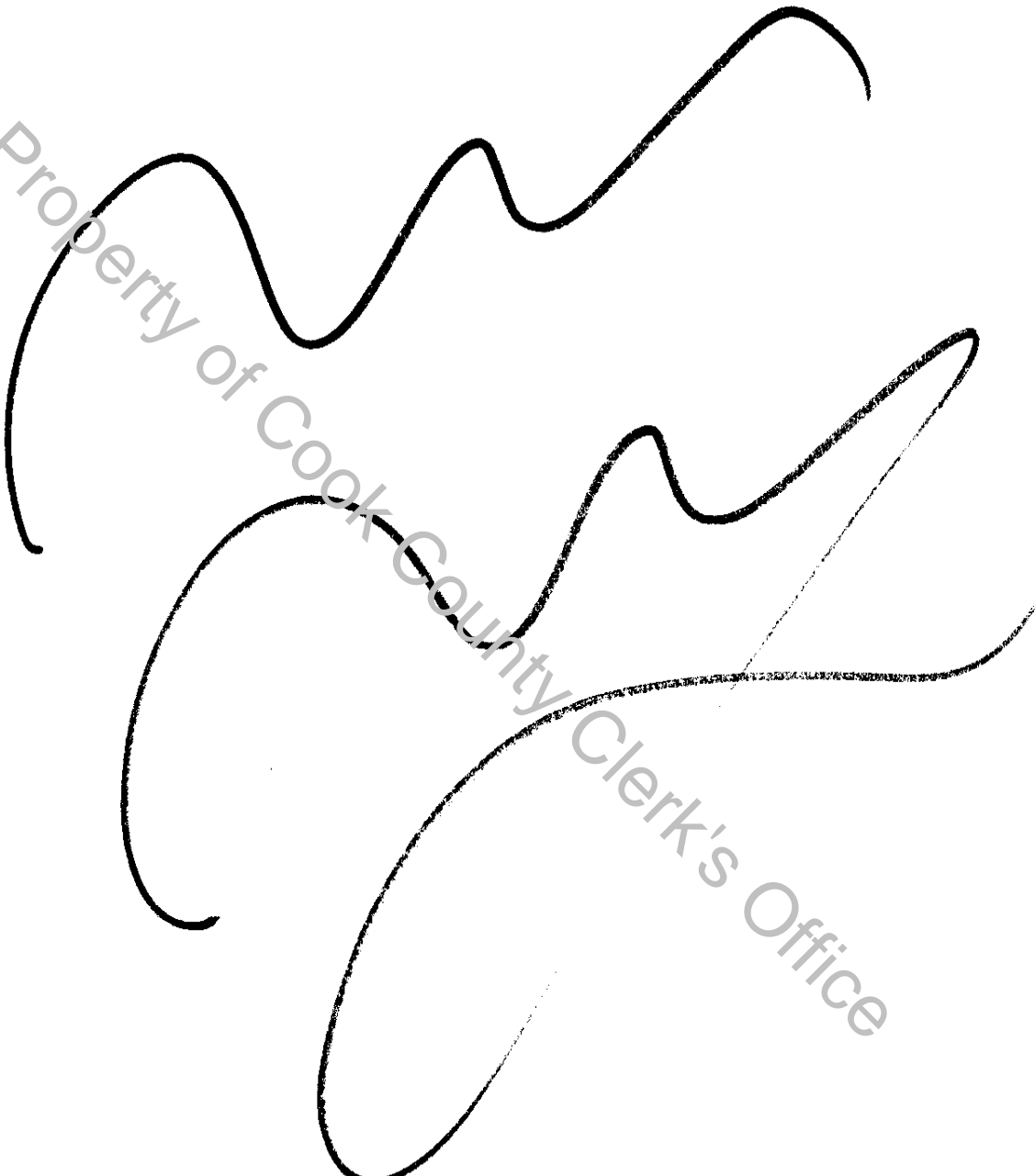
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EXHIBIT A

MORTGAGED PROPERTY LEGAL DESCRIPTION

[TBP]

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EXHIBIT 1 to Schedule A

Legal Description of Premises

PARCEL 1:

Lot 1 in West Grand Avenue Subdivision recorded July 31, 1997 as document number 97557554 of part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Except from Parcel One that land taken by the Grand Avenue Railroad Relocation Authority, a Unit of Local Government, pursuant to Case 03-L-050830, order vesting title recorded March 25, 2004 as document 0408503023, described as follows:

That part of Lot 1 in West Grand Avenue Subdivision recorded on July 31, 1997 as document number 97557554 of part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois described as follows: beginning at the Northeast corner of said Lot 1; thence to an assumed bearing South 01 degree 13 minutes 42 seconds West, on the East line of said Lot, 52.98 feet; thence North 50 degrees 09 minutes 47 seconds West, 62.88 feet; thence North 77 degrees 29 minutes 19 seconds West, 67.71 feet; thence Northwesterly 261.30 feet on a curve concave to the South, having a radius of 5,674.98 feet, the chord of said curve bears North 78 degrees 48 minutes 10 seconds West 261.22 feet; thence North 77 degrees 09 minutes 48 seconds West, 69.87 feet to the North line of said Lot; thence South 81 degrees 10 minutes 54 seconds East on said North line 431.15 feet; thence Southeasterly 14.07 feet on said North line being a curve to the North, having a radius of 9,582.30 feet, the chord of said curve bears South 81 degrees 13 minutes 26 seconds East, 14.07 feet to the point of beginning.

PARCEL 2:

Easement for the benefit of Parcel 1 for the use of existing electrical systems located on property described in the Reciprocal Easement, Access, Repair and Maintenance Agreement made by 9401 Grand L.L.C. dated July 29, 1997 and recorded August 1, 1997 as document number 97560233, as amended by Amendment to Reciprocal Easement, Access, Repair and Maintenance Agreement recorded February 2, 2000 as document 00086442 made by 9401 West Grand Avenue LLC and Clairmont Enterprises, Inc.

PARCEL 3:

Easement for the benefit of Parcel 1 for access to and ingress and egress for the use, inspection and repair of electrical systems, fire protection systems, water systems, telephone lines and heating systems located on the property described in the Reciprocal Easement, Access, Repair and Maintenance Agreement made by 9401 Grand L.L.C. dated July 29, 1997 and recorded August 1, 1997 as document number 97560233, as amended by Amendment to Reciprocal Easement, Access, Repair and Maintenance Agreement recorded February 2, 2000 as document 00086442 made by 9401 West Grand Avenue LLC and Clairmont Enterprises, Inc.

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PARCEL 4:

Easement for the benefit of Parcel 1 for driveway for access to the water tower and other portions of the fire protection system located on Lot 2 in West Grand Avenue Subdivision as provided in Easement and Shared Maintenance Agreement recorded February 2, 2000 as document 00086444 made by and between 9401 West Grand Avenue LLC and Clairmont Enterprises, Inc.

PIN Nos.: 12-27-300-051-0000

Common Address: 9401 West Grand Avenue
Franklin Park, Illinois

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